MEETING OF THE
ROTTERDAM TOWN BOARD

October 9, 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

1. 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 ±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 located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5
2. For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension of Local Law No. 8 2023 and Local Law No. 5 of 2024 which established a moratorium on Battery Energy Storage System Installations and first six (6) month extension to such moratorium within the Town of Rotterdam.
3. For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension to Local Law No. 9 2023 and Local Law No. 6 of 2024 which established a moratorium and extension on Wind Generation System Installations.

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.

DRAFT

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.

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INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

386.24 Accepting Town Board meeting minutes. Pg. 54

387.24 To accept revenue for Town Clerk's office for September 2024. Pg. 110

388.24 To reappoint Jeffrey Nuzzaco to the Board of Assessment Review. Pg. 116

389.24 To negotiate and execute an agreement with cb20 for Dell ProSupport Renewal. Pg. 118

390.24 Authorize the Supervisor to execute and sign a Governor's Safety Committee Grant Award for the Rotterdam Town Police Department. Pg. 121

391.24 To negotiate and execute Amendment No. 1 to an existing agreement with Barton & Logudice for professional engineering services for the Kiwanis International Park Waterfront Access Improvements Project. Pg. 127

392.24 A resolution regarding the State Environmental Quality Review Act process amendment for the Town of Rotterdam Wastewater Treatment Improvements Project. Pg. 149

393.24 To negotiate and execute an agreement with KB Engineering & Architecture P.C. for Professional Engineering services related to the Leak Detection Survey for Water District No. 5, Phases 3, 4 and 5. Pg. 178

394.24 To negotiate and execute Amendment No. 3 to an existing agreement with KB Engineering & Architecture P.C./Prime AE for the Sewer District No 2. Extension No. 16 Burdeck Street Map Plan and Report. Pg. 199

395.24 To authorize the Supervisor to extend the Memorandum of Agreement for the sale of water with the Town of Guilderland. Pg. 224

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

DRAFT

PUBLIC HEARING #1

10/09/24

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 ±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 located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5

DRAFT

PROPOSED CONDOMINIUM

LANDS N/F OF
A. JOSEPH FAZZONE &
SUSAN ANN GALLO
BK. 1536, PG. 232
TAX ID: 47.00-5-14.2

LANDS N/F OF
KYLE & COURTNEY
ZAWLINSKI
BK. 1858, PG. 826
TAX ID: 47.00-5-13.11

LANDS N/F OF
ALBERTINE LOGAN &
NORMA COFFENBERG
BK. 1224, PG. 66
TAX ID: 47.00-5-13.2

LANDS N/F OF
ACORN MILTON SELF STORAGE, LLC
BK. 2073, PG. 683
STREET No. 676
TAX ID: 47.00-8-13.111 & 13.311

LANDS N/F OF
KENNETH BOBAR
BK. 1892, PG. 719
TAX ID: 47.00-8-11

LANDS N/F OF
ROGER PATRICK CUOMO
BK. 1846, PG. 673
TAX ID: 47.00-8-13.13

LANDS N/F OF
TRADITIONAL BUILDERS LTD
BK. 1685, PG. 892
(LOT 7-FILED MAP E-81)

LANDS N/F OF
SIX CAMINO LANE, LLC
BK. 1624, PG. 650
(LOT 6-FILED MAP E-81)
TAX ID: 47.00-1-6

LANDS N/F OF
FOUR CAMINO LANE, LLC
BK. 1624, PG. 650
(LOT 4-FILED MAP E-81)
TAX ID: 47.00-1-4

LANDS N/F OF

ZONE A: MAP # 36093C0142D

ZONE AE: MAP # 36093C0142D

COMPUTED 100 YR. FLOOD PLAIN LIMITS

PROPOSED FLOOD PLAIN BOUNDARY (PER MAP REF. 3)

WETLANDS (PER MAP REF. 1)

POENTIC KILL TRIBUTARY 2

POENTIC KILL

LOT 2
AREA =
65.84± AC

LOT 1
AREA =
3.88± AC

PROPOSED WASTEWATER SYSTEM

PROPOSED STORMWATER MANAGEMENT PRACTICE

PROPOSED FLEX WAREHOUSE 12,600 SF

PROPOSED FLEX WAREHOUSE 10,000 SF

PROPOSED FLEX WAREHOUSE 7,500 SF

PROPOSED LANDSCAPE BERM

SELF STORAGE FACILITY (UNDER SITE PLAN REVIEW)

R1 MULTIPLE-FAMILY
B2 GENERAL BUSINESS

R1 AGRICULTURAL
R1 MULTIPLE-FAMILY

25 FT. WIDE INT. STREAM

ACCESS ROAD EASEMENT
L. 1494, PG. 115
(PER MAP REF. 1)

RIGHT OF WAY AGREEMENT
L. 1494, PG. 115
(PER MAP REF. 1)

NIAGARA MOHAWK POWER CORPORATION

GRAVEL DRIVEWAY
R.O.W. EASEMENT
L. 1080, PG. 674
(PER MAP REF. 1)

MARIAVILLE ROAD

CIMINO LANE

DELAWARE & HUDSON RAILWAY

NO.	REVISION	BY	APPD.	DATE
1)				

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NICHOLAS COSTA, P.E.

Design of:
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CONSULTING IN -
CIVIL & ENVIRONMENTAL ENGINEERING
LAND SURVEYING & DEVELOPMENT
COMMERCIAL AND RESIDENTIAL
11 HERBERT DRIVE, LATHAM, N.Y. 12110
PHONE: (518) 698-3772 E-MAIL: NCOSTAPE@gmail.com

OVERALL CONCEPT SITE PLAN
PROPOSED CONDOMINIUMS
MARIAVILLE ROAD
TOWN OF ROTTERDAM | STATE OF NEW YORK
COUNTY OF SCHENECTADY | SCALE : 1" = 100'
DATE: JUNE 11, 2024

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

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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.

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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

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

DRAFT

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, 202_4

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

DRAFT

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.

1. **The BDC Group – Mariaville Road. Report and Recommendation to the Town Board on a Change of zone from Multi-Family Residential (R-3) to General Business (B-2) for the construction of flex warehouse space: two (2) ±12,000 square foot, five (5) ±10,000 square foot and two (2) ±7,500 square foot on ±16.19 acres of a ±65.8-acre parcel. Engineer: Advance Engineering & Surveying, PLLC.**

Mrs. Flansburg: Do you want to come up and talk about it?

Mr. Hill: Hi, everybody. My name is Colton Hill. I'm a partner in the BDC Group. This project has actually been before the Board before. What we wanted to do was come back in because there's been a little bit of misconception about what we wanted to do with the project and the product that we were offering.

Basically, we are revisiting this project as a whole. As discussed in the original portion of this meeting, we own this whole parcel, which is roughly 65 acres. We already have previously built a storage facility, which is up and operational right now. The change of zone that we are asking for is only on a portion of the property, which is right here between the stream and Mariaville Road. The balance of the site we are looking to get approved by right, which is another 180 units. These are fourplex units. They're condo units, which we built before. We currently have 64 of these being built in North Greenbush, and we just completed 72 of them in Ballston Spa.

So, the reason for this is we feel that the flex warehousing that we're proposing in this area is a good transition between what we've already built on Mariaville Road and kind of the traffic and the counts that are coming this way into the residential zone up here. Now, flex warehousing is a little bit different than, it's a lot different than warehousing.

So, flex warehousing, the reason it's called flex warehousing in general is because the way that we build these are with pre-engineered metal buildings. It's a cost-effective method for construction. Instead of doing these commercial buildings with red steel and all the fit-up requirements that are required, we're able to build a shell of a building, and then as we acquire tenants, we can chop it up into different pieces. Now, in flex warehousing, we're able to offer space to contractors, dog groomers, all sorts of small businesses that can't afford your spec retails, your Corner of Main and Main, your Panera's, your Starbucks. These guys can pay $40, $50 a square foot. These smaller businesses, which are smaller people doing their own stuff, like I said, maybe an HVAC contractor who has a small office and he needs a place to store some things. They really enjoy these types of space because we can give them up to 1,000 square feet, 1,500 square feet. It gives us the flexibility to chop it up into certain sizes.

Here's just some inspiration of other people that have done similar concepts. We feel that offering this type of amenity as a transition into the residential area up here, you have 184 potential units, which two- and three-bedroom units. There could be 300 people that want to work, shop, consume or do some sort of business transactions in this area. Going back to here, that's specifically the zone change would just be for this situation, or just for that area. Now, previously we came in and the Planning Board gave us a recommendation to go to the Town Board, but there was a misconception on what we were proposing. We wanted to make sure that we were going to clarify our proposition so that we're going in as the whole project with both the flex warehousing and the residential with a partial change on the smaller portion of property.

The only other thing that I'd like to discuss is just based on the topography and the stream running around here, we don't really have intentions. It's very expensive to cross streams and impact streams, nor do we really want to, but we're going to keep this area all wide. We don't plan on impacting it at all. We've talked to the Town briefly about some sort of cross easement or some sort of collectively working together to kind of create some amenity space in this area because I forget what the property is here, but I believe the Town just bought that.

I think that's about all I got in summary. Are there any questions from anybody?

Mr. Collins: Can I ask one question?

Mrs. Flansburg: How about you start?

Mr. Collins: Can you explain how you're going to transition with the driveway through everything? That's by only, how it's going to the concept of it. You've got the storage units and then afterwards you're going to get to the requirements?

Mr. Hill: So, the storage facility is right here. When we built the storage facility, we stopped the road right here, this black line. So, we plan on continuing this road through this parcel of land and then connecting off of Cimino Lane. We own the property right to the corner off of Cimino, so we'd have a curb cut at Cimino, and then it'll be looped over to Mariaville Road. The water line is already right here.

So that actually brings up a good point. The other reason for this is this is zoned multifamily. So, the back is by right if we're looking to do what's per the zoning. The issue with multifamily in this area is obviously we all know the sewer. The sewer's a big component to multifamily. It's very, very hard, expensive, and difficult to do sewage treatment on site for sites like that. So, what this does is, you know, and believe me, if the sewer was at the street, I probably wouldn't be in front of you guys for this because we'd probably just be submitting for multifamily. But right now, this is all well and septic. Well, it's not well. It's septic and water's obviously here. So, this gives us something that we can build today with the extension in anticipation of the multifamily in back.

We also feel that even if the sewer was here, multifamily this close to Mariaville Road, there's a lot of traffic here. The back is gorgeous. It's wooded. There's wildlife. It's very open. It's a very nice residential community back there. This, with how much is going on here in 90 and Mariaville, would be a tough pitch for the quality of housing we're looking to put here. So that's another reason that we're asking.

Mr. Collins: Is that where there's the Strang farm, right, Peter?

Mr. Comenzo: Yeah, that was the part he was talking about.

Mr. Collins: The Strang farm at the top?

Mr. Comenzo: The big picture shows it.

So, the Strang farm is right there.

Mr. Collins: Okay.

Mr. Comenzo: That's the very far end of it.

Mr. Hill: Right. So, this is the piece that we're looking for zone change. This is by right, and this would be phase two of the project. This would be phase one.

Mrs. Flansburg: Any other questions?

Mr. Calder, do you have any questions? Do you have any questions for the applicant?

Mr. Calder: Yes, I do. We're dealing with phase one now, correct? That's it.

Mr. Hill: So, the zone change is particular to phase one. So, and correct me if I'm wrong, but the plan, you know, in order to do this whole project, we would need a specific delineated zone change on this parcel of land.

Mr. Calder: Correct, okay.

DRAFT

Mr. Hill: So, what I'm asking for is a recommendation from the Planning Board to send me the Town Board so that they can see if that works or not. If they say it's okay, then I'm obviously back in front of the board with the rest of the whole.

Mr. Calder: So, I think my biggest question is the first part of this is going to be septic with all the questions. The second part of this is going to have to be sewer. So, you're going to set up a septic system for construction of phase one.

Mr. Hill: Correct.

Mr. Calder: Then when you put phase two into effect, which is going to be down the road, apparently, then you're going to add sewer.

Mr. Hill: But we would keep this on septic.

Mr. Calder: You would keep that on septic. You wouldn't do it, I'm just curious, why wouldn't you do it all at once and get the sewer in there if you know pretty much you're going to be able to get permission to do phase two?

Mr. Hill: So, well, the sewer and this would be, I'd have to defer to my engineer a little bit, but the sewer demand on flex warehousing is substantially less than…

Mr. Calder: Oh, sure. No question.

Mr. Hill: I mean, we're talking a couple bathrooms. So, we could handle it. We would plan on, when we put this road in, we would plan on putting the water and we would stump sewer here. So, we would have to, basically what you're saying is, would we put the infrastructure for sewer in, put the septic in, and then when sewer comes we'd have to abandon the septic tanks. I'd rather do it once and if this, I mean, we have our proposed wastewater treatment system here, and there's plenty of land and plenty of, it's a raised bed system anyways, so it's kind of off in the corner. We can explore it. We could see if it's something we could do.

Mr. Calder: That was just curiosity. It sounds, it's a different project. I mean, it's very different, this flex thing. I'm not used to it. Maybe other board members are, but…

Mr. Collins: I think it's a good concept.

Mr. Calder: I do. I like the concept. I think it's workable. Is there something like that around here now?

Mr. Hill: It's actually up in Clifton Park there's a lot of it. Right now. So, we do some commercial real estate, so we're actually building for a Chipotle, right? And to build on spec for retail is very risky. This gives us the ability and also you've got to get the lease in place, take it to the bank, it's a whole process. Most people who need this type of space, they need it in about three (3) to six (6) months. Right? Their lease is coming due, they're starting a new business, they're looking to grow. They can't wait two (2) years or a year and a half for something to get approved and built. So, our thought was we would build one (1), lease it, build another. You don't build this all out at once.

Mr. Calder: Right.

Mr. Hill: A 10,000 square foot warehouse, pre-engineered metal building, potentially partitioned, can be put up in three (3) months.

Mr. Calder: Okay. And we've already covered the fact that you're "Inaudible" it on the way in when you do phase two.

Mr. Hill: Correct. We would stop just short of the crossing and then we would make the actual, and there's a big process with this, obviously, there's a whole Army Corps and everything, permitting process, the crossing would be part of phase two.

Mr. Calder: Very interesting project. I'm done. Thank you very much.

Mrs. Flansburg: Mr. D'Alessandro, do you have any questions?

Mr. D'Alessandro: No, I think it's kind of neat. I think it's a great idea. I like the thought of even having the houses in the back or the condos in the back and other businesses up front. It's almost like a one-stop shopping for them where they can stay up in the same community and do shopping if they had to.

Mr. Hill: And we're trying to cater to masses too because the price point, we're not talking about $750,000 housing. I mean, right now we're in the $400,000-ish. I mean, who knows where the economy and interest rates are by the time this gets built, but that's the level of product, which is the general population.

Mr. D'Alessandro: One of the questions I had, there's a couple of houses past Cimino on Mariaville. How far from the back of those houses to the building?

Mr. Hill: We've actually had conversations with these guys. We've presented to this. Two (2) women that lived there, we met with not them, but their children, I believe. They came over to our building and talked to us. They actually specifically requested this berm to be added. They wanted, and again, this would be more planning, but they asked for a raised berm elevation. And we said, listen, when we get to that point, there's a public hearing.

Mr. D'Alessandro: Like a berm maybe with Arborvitaes or whatever?

Mr. Hill: Correct. And we encouraged them to come and be part of this, because I said we'll sit and have a workshop with you before we even present to the Planning Board.

Mr. D'Alessandro: Well, that's very nice that you're thoughtful in asking the neighbors.

Mr. Hill: Yeah, that's why we put this here. Obviously, we've got a ways to go, but we've already started communications with them. In fact, one of the gentlemen, I think he's an appliance repairman, and he's been working on the facility. Yeah, because we also said, listen, if you see activity and we have an open dialogue with them.

Mr. D'Alessandro: Okay, that's all I have.

Mrs. Flansburg: Mr. Signore, do you have any questions?

Mr. Signore: How many homes did you say?

Mr. Hill: So, there's 45 four-unit buildings for a total of 180.

Mr. Signore: Forty-five (45) four-unit buildings?

Mr. Hill: Yep.

Mr. Signore: And they're going to be on septic, right?

Mr. Hill: No, we would wait and build those when the sewer comes, and then we would tie in.

Mr. Signore: Okay, so you've got a way for the sewer to get there. Then you're going to build that.

Mr. Hill: Yeah.

Mrs. Flansburg: And that'll just be site plan because it's already zoned appropriately.

Mr. Hill: Correct. Yeah, this is by this would be by right.

Mr. Signore: So, you have to wait for the sewer to get to Mariaville Road or whatever.

Mr. Hill: Or there's a chance it's all being reviewed. We didn't know if there was a way to somehow come through the back, but that's an engineering question. But as soon as sewer comes, we have the intention, our intent is to be that part of the phase.

Mr. Signore: So that could be a couple years away, right?

Mr. Hill: I hope not.

Mr. Signore: It's not going to be there. I don't think the sewer's going to be there in the spring.

Mr. Hill: No, no.

Mr. Signore: I don't know if it's going to be there next spring. We're looking at a couple years anyway.

Mr. Hill: Correct. Which is why that would give us time to get started on this phase. And this doesn't require the sewer. And that was kind of part of our contention with the zone is, you know, a big component of multifamily sewer and water, especially now with the fire code and all these other things, and plus from a maintenance standpoint. And we actually talked to these, you know, the Cuomo's, the package plant would take up a huge portion of this. So even if we were to put this on septic, I think the last thing any of these people would want is a large leach field in their backyard.

Mr. Signore: Okay, so these multi-use buildings here, they're going to be on septic. Okay, so why can't you plan for these buildings that are on septic to eventually go on sewer?

Mr. Hill: We could. We absolutely could. We could make that part of planning. I'd have to see, it's definitely possible, because what we could do is, the intent right now, again, we're just at concept level. We haven't dove in seriously.

Mr. Signore: Well, generally when people are on septic and the sewer's nearby, they hook on the sewer.

Mr. Hill: Right. So, what we could do, just think of it, because our intent was to put a sewer main down this road with manholes, right, and then as you build the buildings, you tie right into the manhole. We're thinking of fishing it this way with a leach field here, so sewer runs down the other tank and then the affluent leach in here. You know, we could maybe reverse it and move the storm pond so that we could abandon the septic and tie it on the sewer.

I would just have to talk with our engineer about the logistics of that.

Mrs. Flansburg: Right, but you would have invested in your entire sewer septic system.

Mr. Hill: The septic system, correct, but the infrastructure would be the same, right, because if the sewer's running, it's the same structures and manholes, but we would abandon the septic.

Mr. Signore: All this effluent is going to be in some kind of tank or big septic thing, right?

Mr. Hill: Correct.

Mr. Signore: Okay, so you would abandon that tank and then tie all that into a sewer.

Mr. Hill: Yeah, or what we could potentially do is, we could hook this up for a force main, we could pump the effluent from the tank up. There's definitely a way to do it. I just, again, I'd have to defer to my engineer to help design that.

Mrs. Flansburg: Alright, anything further Mr. Signore?

Mr. Signore: Well, that would solve the problem of having leach fields near the neighbors.

Mr. Hill: Right, but this leach field, or what we're proposing, is A, in the back corner, and B, 20 times smaller than what it would be if we were to service 184 units. No showers.

Mr. Signore: Right, right, right.

Mr. Hill: Few service restrooms, and that's it.

Mr. Signore: I mean, even though you have I don't know, hundreds? A hundred and some homes are going to be there?

Mr. Hill: It would be 180.

Mr. Signore: Okay.

Mrs. Flansburg: But today's meeting is specific to what's going on in the front.

Mr. Hill: Yeah, because before the board can review anything, right now I need to get the town board to bless a change in zone specific to this parcel. My intent here is to just let the board know our intention with the rest of the land. You know, we're not just asking for zone change to throw in a 180,000 square foot tractor trailer business here. This is a transitional, flexible business district, which the B-2, general business district is what this, our facility currently is, so we thought of this as a good extension. This is climate-controlled storage, 10 by 10 x 10, 10 x 20, 5 x 5. This is a similar but much different product.

Mrs. Flansburg: Anything further, Mr. Signore?

Mr. Signore: Just what design do you guys prefer for the little warehouse in there?

Mr. Hill: For the flex?

Mr. Signore: Yeah.

Mr. Hill: So, this building and this building are the same. It's the same structure. It's just this one, instead of roll-up doors, we did roll-up glass doors. So, we would stick to this, let's call it a modular setup, that gives you flexibility based on your tenants. So again, if there was an HVAC contractor and a surveying company that wanted to rent, they don't need the expensive canopies.

Mr. Signore: But then, you know, that does add to it, the canopies. It makes it look almost like they're little shops.

DRAFT

Mr. Hill: Correct. And we actually, what we thought of is these warehouses along this road, which is more pedestrian friendly because part of the plan would be interconnectivity with the sidewalks. This would be more of the glass doors and the canopies. And these over here might be more of the basic looking ones. So, this lends itself, this portion of this site, and also our thought with pushing this, we kind of pushed this back, A, to separate us from the neighbors, but B, we thought the pleasantry of the stream, you know, there's marketability of businesses near viewing wildlife. So, these, this portion of the site would be more towards this retail look.

Mr. Signore: Yeah.

Mr. Hill: From a rental standpoint, it's nice to have a mix. So, we do feel that a portion of it will lend itself more towards the retail, and the other portion will lend itself more towards like this set up here, where you see a factory, an office, and more of an office.

Mr. Signore: That's sounds good.

Mrs. Flansburg: Okay, Mr. Miglucci?

Mr. Miglucci: How far away from any one of those buildings is it to the next home? Actual residence. Footage-wise. Can you give me an estimate?

Mr. Hill: Let's see. This building is 300 feet. At least 300 feet.

Mr. Miglucci: Three hundred (300) feet from the back of the warehouse to the next neighbor? Building to building?

Mrs. Flansburg: It would be even more than that.

Mr. Miglucci: Okay. Okay.

Mr. Hill: Our facility is just scale.

Mr. Miglucci: Yeah, last time it was like 150 feet. And this thing right here, do you have any clients lined up?

Mr. Hill: No. No, we haven't. I mean, we have quite a ways to go.

Mr. Miglucci: But you are going to keep this concept kind of like a strip mall, free standing type?

Mr. Hill: Yes. So, these buildings are 10,000, 75, 75. You can build it. The load bearing is front to back. So, you can partition, and you can have one tenant at 8,000 and one at two (2). You can have five (5) tenants at two (2).

Mr. Miglucci: So, there's no really like tractor trailer docking or anything like that in any of the buildings?

Mr. Hill: If you notice, the backs are all gone. Everything is tied up to the front.

Mr. Miglucci: Okay.

Mr. Hill: The largest you would have is maybe a small box like an electrician truck or something like that.

Mr. Miglucci: Like a 28-foot pup coming in on load.

Mr. Hill: That's why we turned it, and we did this corridor because we're trying to promote a community approach.

Mr. Miglucci: This looks a lot better than a big steel building.

Mr. Hill: Absolutely.

Mr. Miglucci: A lot more appeal.

Mr. Hill: We aren't industrial. That's just not our thing.

Mr. Miglucci: Right.

Mr. Hill: We have a lot of multifamily housing.

Mr. Miglucci: I mean, it's got a little bit of flair to it. You know what I mean? It's got a little bit of color, a little bit of…

Mr. Signore: Yeah, it looks like you're walking. It's nice.

Mr. Miglucci: Yeah. That's all I have.

Mrs. Flansburg: Thank you, Mr. Miglucci. Mine's just real quick. Everybody's asked everything. I talked about all of it. I think it's an excellent way to sort of transition between the main road to what you already have and then to later buffer for R-3.

Mr. Hill: Yeah, the topography helps too because this is generally flat. And then once this, you know, these are going to be separated up on a hill away from the noise and this kind of lends itself to what's already kind of going on in the community. That's kind of what we were thinking too.

Mrs. Flansburg: Mr. Comenzo, do you have anything to add?

Mr. Comenzo: One thing I would add is this is in the proposed sewer district extension so Prime Engineering has looked at this and we have been around a while. We've been looking at getting sewers down Burdeck Street and Mariaville Road area for 20 years.

Mrs. Flansburg: Twenty (20) or more.

Mr. Comenzo: So, we've engaged Prime Engineering and are having that conversation. We'll have conversations with the BDC group to discuss the second phase of this.

Mr. Hill: And we fully intend to prepare for the future of that.

Mr. Signore: This is what I was trying to tell you that if sewers at some point are anticipated, you may want to anticipate your project of going on sewers.

Mr. Hill: Yeah, and we will absolutely look into that once we dive into the engineering portion.

Mrs. Flansburg: Mr. Valiquette, any questions.

Mr. Valiquette: No questions at this time. Thank you.

Mrs. Flansburg: Okay, so I guess we're here for a report recommendation to the Town Board on this project. Do I have any motion for a recommendation, be it positive or negative?

DRAFT

Mr. Collins: I make a motion for a positive recommendation to the Town Board to move forward with the project.

Mrs. Flansburg: Mr. Collins made a motion. Do I have a second?

Mr. Calder: I'll second.

Mrs. Flansburg: Mr. Calder seconded. Marlo, can you call the vote.

Ms. Carter: Mr. Collins?

Mr. Collins: Yes.

Ms. Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Ms. Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Ms. Carter: Mr. Calder?

Mr. Calder: Yes.

Ms. Carter: Mr. Signore?

Mr. Signore: Yes.

Ms. Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Mrs. Flansburg: Motion carries.

Mr. Hill: Thank you.

Mrs. Flansburg: Thank you for your presentation.

Mrs. Flansburg: I will entertain a motion to adjourn the meeting.

Mr. Collins: I'll make that motion.

Mrs. Flansburg: Mr. Collins made the motion. Do I have a second?

Mr. Calder: I'll second.

Mrs. Flansburg: Mr. Calder seconded the motion. All in favor.

Planning Commission Members: I.

DRAFT

PUBLIC HEARING #2

10/09/24

For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension of Local Law No. 8 2023 and Local Law No. 5 of 2024 which established a moratorium on Battery Energy Storage System Installations and first six (6) month extension to such moratorium within the Town of Rotterdam.

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 372.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND AND EXTEND LOCAL LAW NO. 8 OF 2023 AND LOCAL LAW NO. 5 OF 2024 AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam has tasked the Energy Advisory Committee to review, amend, and make recommendations to Town Battery Energy Storage System local laws regulating the same; and

WHEREAS, on July 28, 2023, in response to three separate fires at Battery Energy Storage System ("BESS") locations in New York, (East Hampton, New York on May 31, 2023, Warwick, New York, on June 26, 2023, and Lyme, New York, on July 27, 2023) Governor Kathy Hochul announced the creation of an inter-agency fire safety working group; and

WHEREAS, the Fire Safety Working Group will be comprised of the Division of Homeland Security and Emergency Services Office of Fire Prevention and Control, New York State Energy Research and Development Authority (NYSERDA), New York State Department of Environmental Conservation, Department of Public Service, and the Department of State; and

WHEREAS, the Fire Safety Working Group will conduct a root cause and emergency response analysis to evaluate and identify the cause and effect of the battery storage fires; and

WHEREAS, the working group's recommendations will likely include a number of fire-safety provisions, including development of fire safety compliance plans, emergency operations plans, compliance with fire-related building and electric codes, and specific access parameters for local fire departments; and

WHEREAS, upon the recommendation of the Energy Advisory Committee, and as the Town of Rotterdam is committed to protecting the health, safety, and well-being of its residents and First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No.___ of 2024 to establish an amendment to Local Law No. 8 of 2023 which established a six (6) month moratorium prohibiting Battery Energy Storage Systems Installations, and Local Law No. 5 of

2024 which extended Local Law No. 8 of 2023 by six (6) months. Introductory Local Law No. _____ of 2024 shall further extend the moratorium on the creation or siting of large-scale battery energy storage system installations within the Town for a period of up to six (6) months, pending the review and implementations of the recommendations of the NYS Fire Safety Working Group.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. ___ of 2024 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers this Introductory Local Law No. _____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs Senior Planner to refer Introductory Local Law No. ____ of 2024 to the Schenectady County Department of Economic Development and Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 PM on the 9th day of October, 2024 for the following purpose:

> For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension of Local Law No. 8 2023 and Local Law No. 5 of 2024 which established a moratorium on Battery Energy Storage System Installations and first six (6) month extension to such moratorium within the Town of Rotterdam.

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

DATED: September 25, 2024
Daily Gazette: Please publish once on September 27, 2024
Town Clerk
Post

SECTION 6. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 18, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Patty Matelitz-Energy Advisory Committee Chairperson
TITLE OF REQUEST:	Establish an amendment to Local Law No. 8 of 2023 and Local Law No. 5 of 2024 to prohibit the creation or siting of large-scale battery energy storage system installations within the Town for a period of up to six (6) months, pending the review and implementations of the recommendations of the NYS Fire Safety Working Group.
TOWN BOARD MEETING:	September 25, 2024
Background Information:	See attached proposed Resolution
Evaluation/Analysis:	See attached proposed Resolution
Recommendation(s):	See attached proposed Resolution
Attachment/Document(s):	Proposed Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Extends Battery Energy Storage System Moratorium
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office/Town Attorney, Proposed Resolution is attached

DRAFT

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

September 29, 2023

Diane M Marco
Rotterdam Town Clerk
John F Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam NY 12306

RE: Town of Rotterdam, Local Law 8 2023, filed on September 21 2023

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

RECEIVED
OCT 16 2023
Town of Rotterdam
TOWN CLERK'S OFFICE

DRAFT

Local Law No.	Adoption Date	Subject	Disposition	Supp. No.
6-2021	9-8-2021	Records, Public Access to Amendment	Ch. 225	58
7-2021	10-13-2021	Zoning Map Amendment	NCM	58
1-2022	2-23-2022	Moratorium	NCM	59
2-2022	2-23-2022	Residency Requirements Amendment	Ch. 60	59
3-2022	2-23-2022	Vehicles and Traffic Amendment	Ch. 266	59
4-2022	2-23-2022	Vehicles and Traffic Amendment	Ch. 266	59
5-2022	3-23-2022	Vehicles and Traffic Amendment	Ch. 266	59
6-2022	9-14-2022	Noise Amendment	Ch. 188	60
7-2022	10-26-2022	Vehicles and Traffic Amendment	Ch. 266	60
8-2022	11-9-2022	Zoning Amendment	Ch. 270	60
9-2022	12-14-2022	Moratorium on Solar Farms and Solar Power Plants	NCM	60
1-2023	12-27-2022	Zoning Amendment	Ch. 270	61
2-2023	1-12-2023	Residency Requirements Amendment	Ch. 60	61
3-2023	2-22-2023	Building Code Administration and Code Enforcement Program	Ch. 89	61
4-2023	3-8-2023	Taxation Amendment	Ch. 255	61
5-2023	5-24-2023	Zoning Amendment	Ch. 270	61
6-2023	5-24-2023	Water Amendment	Ch. 267	61
7-2023	8-9-2023	Hawking, Peddling and Soliciting Amendment	Ch. 150	62
8-2023	9-13-2023	Moratorium	NCM	62
9-2023	9-13-2023	Moratorium	NCM	62
10-2023	9-13-2023	Vehicles and Traffic Amendment	Ch. 266	62

DRAFT

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, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 267.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 8 of 2023.

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 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera (**Absent**)			
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 resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 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 September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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. 8 **of the year 2023**

A local law enacting a six month battery energy storage system moratorium in the Town of Rotterdam
(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.)

DRAFT

(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. 8 of 2023 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable
(Name of Legislative Body)
provisions of law.

2. **(Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(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
(Elective Chief Executive Officer)*
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. **(City local law concerning Charter revision proposed by petition.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. **(County local law concerning adoption of Charter.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of 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.

Daniel A. Mauro
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: 9-18-2023

(Seal)

DRAFT

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

Be it enacted by the Town Board of the Town of Rotterdam as follows:

SECTION 1. TITLE

This Local Law shall be known as the "Moratorium and Prohibition of Battery Energy Storage System Installations within the Town of Rotterdam."

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)l Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive "incidental control" of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of battery energy storage system installations (as herein later defined) within the Town of Rotterdam for a period of up to six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of battery energy storage system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate battery energy storage system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of battery energy storage system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this

purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

Currently, there is one pending applications for the location, development or site plan approval of battery energy storage system installation. The BlueWave Battery Site application has made significant progress through the planning process for the proposed Battery Storage Facility located at 635 Mariaville Road in the Town of Rotterdam. That application shall be exempt from this Moratorium.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Battery Energy Storage System Installation(s) – Any installation of a rechargeable energy storage system, consisting of electrochemical storage batteries or similar technology, battery charges, controls, power condition systems, inverters, transformers, switchgears and associated electrical equipment designed to store electoral power received from a generating or transmission source and periodically discharging power from the battery energy storage system into the power grid. Systems typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence, farm operation or business on site shall not be considered a "Battery Energy Storage System Installation" for purposes of the Moratorium.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any Battery Energy Storage System Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other

structure located within the Town of Rotterdam for any Battery Energy Storage System Installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of battery energy storage systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of Battery Energy Storage System Installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to Battery Energy Storage System Installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a $500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars ($1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars ($2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next

annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

DRAFT

PUBLIC HEARING #3

10/09/24

For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension to Local Law No. 9 2023 and Local Law No. 6 of 2024 which established a moratorium and extension on Wind Generation System Installations.

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 373.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO.__ OF 2024; TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2023 AND LOCAL LAW NO. 6 OF 2024 AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam has tasked the Energy Advisory Committee to review, amend, and make recommendations to Town Wind Generation System Installations code and local laws regulating the same; and

WHEREAS, the Energy Advisory Committee has focused primarily on reviewing, amending, and making recommendations regarding Solar Energy Installations, and

WHEREAS, upon the recommendation of the Energy Advisory Committee, and as the Town of Rotterdam is committed to protecting the health, safety, and well-being of its residents and First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No.___ of 2024 to establish an amendment to Local Law No. 9 of 2023 and Local Law No. 6 of 2024 which established a six (6) month moratorium prohibiting Wind Generation System Installations and six (6) month extension to the moratorium. Local Law No. _____ of 2024 shall further extend the Moratorium on the creation or siting of Wind Generation System installations within the Town for a period of up to six (6) months.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. ___ of 2024 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers this Introductory Local Law of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs Senior Planner to refer Introductory Local Law No. ____ of 2024 to the Schenectady County Department of Economic Development and Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 PM on the 9th day of October, 2024 for the following purpose:

For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension to Local Law No. 9 2023 and Local Law No. 6 of 2024 which established a moratorium and extension on Wind Generation System Installations.

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

DATED: September 25, 2024
Daily Gazette: Please publish once on September 27, 2024
Town Clerk
Post

SECTION 6. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

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 18, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Patty Matelitz-Energy Advisory Committee Chairperson
TITLE OF REQUEST:	Amendment to Local Law No. 9 of 2023 and Local Law No. 6 of 2024 to prohibit the creation or siting of large-scale wind generation system installations within the Town for a period of up to six (6) months
TOWN BOARD MEETING:	September 25, 2024
Background Information:	See attached proposed Resolution
Evaluation/Analysis:	See attached proposed Resolution
Recommendation(s):	See attached proposed Resolution
Attachment/Document(s):	Proposed Resolution
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Extends Wind Generation System Installation Moratorium
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office/Town Attorney, Proposed Resolution is attached

DRAFT

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

September 18, 2023

New York State Department of State
Bureau of State Records and Law
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001

RE: Filing of Town of Rotterdam Local Law 9-2023 Moratorium Prohibiting wind generation system installations

To Whom It May Concern:

Enclosed are forms required to file Local Law 9-2023, adopted by the Town Board of the Town of Rotterdam meeting held on September 13, 2023.

If you are in need of anything else please feel free to call my office.

Sincerely,

Diane M. Marco
Town Clerk

Enclosure

DRAFT

Local Law No.	Adoption Date	Subject	Disposition	Supp. No.
6-2021	9-8-2021	Records, Public Access to Amendment	Ch. 225	58
7-2021	10-13-2021	Zoning Map Amendment	NCM	58
1-2022	2-23-2022	Moratorium	NCM	59
2-2022	2-23-2022	Residency Requirements Amendment	Ch. 60	59
3-2022	2-23-2022	Vehicles and Traffic Amendment	Ch. 266	59
4-2022	2-23-2022	Vehicles and Traffic Amendment	Ch. 266	59
5-2022	3-23-2022	Vehicles and Traffic Amendment	Ch. 266	59
6-2022	9-14-2022	Noise Amendment	Ch. 188	60
7-2022	10-26-2022	Vehicles and Traffic Amendment	Ch. 266	60
8-2022	11-9-2022	Zoning Amendment	Ch. 270	60
9-2022	12-14-2022	Moratorium on Solar Farms and Solar Power Plants	NCM	60
1-2023	12-27-2022	Zoning Amendment	Ch. 270	61
2-2023	1-12-2023	Residency Requirements Amendment	Ch. 60	61
3-2023	2-22-2023	Building Code Administration and Code Enforcement Program	Ch. 89	61
4-2023	3-8-2023	Taxation Amendment	Ch. 255	61
5-2023	5-24-2023	Zoning Amendment	Ch. 270	61
6-2023	5-24-2023	Water Amendment	Ch. 267	61
7-2023	8-9-2023	Hawking, Peddling and Soliciting Amendment	Ch. 150	62
8-2023	9-13-2023	Moratorium	NCM	62
9-2023	9-13-2023	Moratorium	NCM	62
10-2023	9-13-2023	Vehicles and Traffic Amendment	Ch. 266	62

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, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 268.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 9 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 9 of 2023.

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 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera (Absent)			
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 resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 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 September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

Be it enacted by the Town Board of the Town of Rotterdam as follows:

SECTION 1. TITLE

This Local Law shall be known as the "Moratorium and Prohibition of Wind Generation System Installations within the Town of Rotterdam."

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)l Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive "incidental control" of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of wind generation system installations (as herein later defined) within the Town of Rotterdam for a period of up to six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of wind generation system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate wind generation system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of wind generation system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this

purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

Currently, there are no pending applications for the location, development or site plan approval of a wind generation system.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Wind Generation System Installation- Any installation that converts the kinetic energy available in the wind to mechanical energy that can be used to operate an electrical generator. wind generation systems specifically do not include any system utilized for the on-site consumption of a business or residence that does not generate more than 5 kWh of electrical power in total.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any wind generation system installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the after the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town of Rotterdam for any wind generation system installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of wind generation systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of wind generation system installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to wind generation system installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a $500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars ($1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars ($2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

DRAFT

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. 9 **of the year** 2023

A local law enacting a six month wind energy moratorium in the Town of Rotterdam
(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.)

DRAFT

(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. 9 of 2023 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on September 13 2023, in accordance with the applicable
(Name of Legislative Body)
provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(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
(Elective Chief Executive Officer)*
law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. **(City local law concerning Charter revision proposed by petition.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. **(County local law concerning adoption of Charter.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of 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

Date: 9-18-2023

(Seal)

DRAFT

RESOLUTION NO. 386.24

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 September 25, 2024 and the Special Town Board Meeting of October 2, 2024, as attached.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: October 3, 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 September 25, 2024, and Special Meeting of October 2, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 9, 2024, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** October 9, 2024.

Background Information: Attached to adopt the Town Board Meeting of September 25, 2024 and the Special Meeting of October 2, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of October 9, 2024, 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

DRAFT

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

September 30, 2024

Certified Resolutions: #362.24-#377.24 for the year 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 September 25, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:39 p.m. and was adjourned at approximately 6:45 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Agenda Meeting. Motion #61 was made by Councilmember Schlag and seconded by Councilmember Mastroianni. Motion #62 was made by Councilmember Dodson and seconded by Councilmember Gallucci. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:49 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

MEETING OF THE
ROTTERDAM TOWN BOARD

September 25, 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

- 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. 4 **PH CLOSED**
- 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). Pg. 6 **PH CLOSED**

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

MOTIONS

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

62.24 I make a motion to close Public Hearing #2.

RESOLUTIONS

362.24 Accepting Town Board meeting minutes. Pg. 22

363.24 To schedule a special meeting of the Town Board. Pg. 66

364.24 To Enact Local Law No. 17 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 intersections. Pg. 69

365.24 To Enact Local Law No. 18 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. 84

366.24 To Enact Local Law No. 19 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. 90

367.24 To authorize the purchase of one pickup truck for the Water Plant. Pg. 96

368.24 To accept and award bid for Senior Center Parking Lot Improvements. Pg. 114

369.24 To negotiate and execute an agreement with New York State Division of Criminal Justice Services. Pg. 129

370.24 To Declare Lead Agency for SEQR review on a Change of Zone from Multi-Family Residential (R-3) to General Business (B-2) located at 676 Mariaville Road. Pg. 153

371.24 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 request on ±16.19 acres of a ±65.8-acre parcel from Multi-Family Residential (R-3) to General Business (B-2) located at 676 Mariaville Road. Pg. 170

372.24 To recognize the introduction of Introductory Local Law __ of 2024; To amend and extend Local Law No. 8 of 2023 and Local Law No. 5 of 2024 and schedule a public hearing thereon. Pg. 191

373.24 To recognize the introduction of Introductory Local Law No.__ of 2024; To amend and extend Local Law No. 9 of 2023 and Local Law No. 6 of 2024 and schedule a public hearing thereon. Pg. 205

374.24 To declare equipment obsolete. Pg. 219

375.24 To authorize a release of retainage to Consulting Engineering Inc. Pg. 222

376.24 A resolution making certain determinations in relation to and approving 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, pursuant to Article 12-a of the Town Law. Pg. 232

377.24 To authorize the Supervisor to execute and sign a Memorandum of Agreement with the Rotterdam Patrolmen's Benevolent Association Inc. (PBA). Pg. 329

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following motion passed:

MOTION 61.24

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

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 September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following motion passed:

MOTION 62.24

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 #2.

SECTION 2. This motion shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 362.24

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 September 11, 2024, as attached.

SECTION 2. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 363.24

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

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 schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday, October 2, 2024, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purpose of the Town Clerk presenting the 2025 tentative budget to the Town Board and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than two (2) days prior to the date designated for the special meeting, the following notice of special meeting:

TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 2nd day of October, 2024 for the purpose of the Town Clerk presenting the 2025 tentative budget to the Town Board and for any other purpose as may come before the Town Board.

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

DATED: September 25, 2024
Daily Gazette: Please publish once on or before September 27, 2024
Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective September 25, 2024

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 364.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 17 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 INTERSECTIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 17 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 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 365.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 18 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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 18 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 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady County

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 366.24

TO ENACT LOCAL LAW NO. 19 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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 19 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 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 367.24

TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE WATER PLANT

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 purchase of one 2025 Ford F-250 pickup truck for the Water Plant, from Nielsen Ford of Morristown Inc., located at 31 Williams Parkway, East Hanover, New Jersey 07936, with compliance under NYS OGS solicitations, in the amount not to exceed sixty-five thousand one hundred twenty-six and 96/100 ($65,126.96) dollars.

SECTION 2. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 368.24

TO ACCEPT AND AWARD BID FOR SENIOR CENTER PARKING LOT IMPROVEMENTS

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 Monday, September 16, 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:

SENIOR CENTER PARKING LOT IMPROVEMENTS

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 does hereby accept and award the bid for Senior Center Parking Lot Improvements for the Town of Rotterdam to HMA Paving & Contracting, located at P.O. Box 151, Mechanicville, New York 12118, with a total bid amount not to exceed four hundred sixteen thousand three hundred sixty-five and 95/100 ($416,365.95) 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 25, 2024

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 369.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

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 authorizes the Supervisor to negotiate and execute agreement with New York State Division of Criminal Justice Services, to provide fingerprinting services in accordance with Town Code §47-4.

SECTION 2. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 370.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE FROM MULTI-FAMILY RESIDENTIAL (R-3) TO GENERAL BUSINESS (B-2) LOCATED AT 676 MARIAVILLE ROAD

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 declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) on a Change of Zone 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 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 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 371.24

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 REQUEST ON ±16.19 ACRES OF A ±65.8-ACRE PARCEL FROM MULTI-FAMILY RESIDENTIAL (R-3) TO GENERAL BUSINESS (B-2) LOCATED AT 676 MARIAVILLE ROAD

WHEREAS, the Town Board passed Resolution No. 343.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a 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 located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5; and

WHEREAS, the Planning Commission, on September 17, 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 25, 2024; NOW

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 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 9th day of October, 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, for a 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 located at 676 Mariaville Road and is a portion of Tax Map No. 47.00-8.13.5

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

DATED: September 25, 2024
Daily Gazette: Please publish once on September 27, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective September 25, 2024.
DATED: September 25, 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 September 25, 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 September 30, 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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 372.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND AND EXTEND LOCAL LAW NO. 8 OF 2023 AND LOCAL LAW NO. 5 OF 2024 AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam has tasked the Energy Advisory Committee to review, amend, and make recommendations to Town Battery Energy Storage System local laws regulating the same; and

WHEREAS, on July 28, 2023, in response to three separate fires at Battery Energy Storage System ("BESS") locations in New York, (East Hampton, New York on May 31, 2023, Warwick, New York, on June 26, 2023, and Lyme, New York, on July 27, 2023) Governor Kathy Hochul announced the creation of an inter-agency fire safety working group; and

WHEREAS, the Fire Safety Working Group will be comprised of the Division of Homeland Security and Emergency Services Office of Fire Prevention and Control, New York State Energy Research and Development Authority (NYSERDA), New York State Department of Environmental Conservation, Department of Public Service, and the Department of State; and

WHEREAS, the Fire Safety Working Group will conduct a root cause and emergency response analysis to evaluate and identify the cause and effect of the battery storage fires; and

WHEREAS, the working group's recommendations will likely include a number of fire-safety provisions, including development of fire safety compliance plans, emergency operations plans, compliance with fire-related building and electric codes, and specific access parameters for local fire departments; and

WHEREAS, upon the recommendation of the Energy Advisory Committee, and as the Town of Rotterdam is committed to protecting the health, safety, and well-being of its residents and First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No.___ of 2024 to establish an amendment to Local Law No. 8 of 2023 which established a six (6) month moratorium prohibiting Battery Energy Storage Systems Installations, and Local Law No. 5 of

2024 which extended Local Law No. 8 of 2023 by six (6) months. Introductory Local Law No. _____ of 2024 shall further extend the moratorium on the creation or siting of large-scale battery energy storage system installations within the Town for a period of up to six (6) months, pending the review and implementations of the recommendations of the NYS Fire Safety Working Group.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. ___ of 2024 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers this Introductory Local Law No. _____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs Senior Planner to refer Introductory Local Law No. ____ of 2024 to the Schenectady County Department of Economic Development and Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 PM on the 9th day of October, 2024 for the following purpose:

> For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension of Local Law No. 8 2023 and Local Law No. 5 of 2024 which established a moratorium on Battery Energy Storage System Installations and first six (6) month extension to such moratorium within the Town of Rotterdam.

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

DATED: September 25, 2024
Daily Gazette: Please publish once on September 27, 2024
Town Clerk
Post

SECTION 6. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 373.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO.__ OF 2024; TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2023 AND LOCAL LAW NO. 6 OF 2024 AND SCHEDULE A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam has tasked the Energy Advisory Committee to review, amend, and make recommendations to Town Wind Generation System Installations code and local laws regulating the same; and

WHEREAS, the Energy Advisory Committee has focused primarily on reviewing, amending, and making recommendations regarding Solar Energy Installations, and

WHEREAS, upon the recommendation of the Energy Advisory Committee, and as the Town of Rotterdam is committed to protecting the health, safety, and well-being of its residents and First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No.___ of 2024 to establish an amendment to Local Law No. 9 of 2023 and Local Law No. 6 of 2024 which established a six (6) month moratorium prohibiting Wind Generation System Installations and six (6) month extension to the moratorium. Local Law No. _____ of 2024 shall further extend the Moratorium on the creation or siting of Wind Generation System installations within the Town for a period of up to six (6) months.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. ___ of 2024 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers this Introductory Local Law of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs Senior Planner to refer Introductory Local Law No. ____ of 2024 to the Schenectady County Department of Economic Development and Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 PM on the 9th day of October, 2024 for the following purpose:

For the enactment of Introductory Local Law No. ____ of 2024 relating to establishing an amendment and six (6) month extension to Local Law No. 9 2023 and Local Law No. 6 of 2024 which established a moratorium and extension on Wind Generation System Installations.

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

DATED: September 25, 2024
Daily Gazette: Please publish once on September 27, 2024
Town Clerk
Post

SECTION 6. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 374.24

TO DECLARE EQUIPMENT OBSOLETE

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, on the advice and recommendation of the I.T. Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

- IBM eserver xSeries 345 (4) Hard drives removed.
- IBM eserver xSeries 335 (1) Hard drives removed.
- Dell PowerEdge R515 (3) Hard drives removed.
- Bottom paper Tray, CF404A 550 sheet feeder tray.

SECTION 2. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 375.24

TO AUTHORIZE A RELEASE OF RETAINAGE TO CONSULTING ENGINEERING INC.

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 execute all documents for the release of retainage and issue final payment to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149, for the Water District #5 Leak Detection Survey Phase 2, Contract No. 1 – Leak Detection, in the total amount, not to exceed twenty-five thousand six hundred and 00/100 dollars ($25,600.00).

SECTION 2. This resolution shall become effective September 25, 2024.
DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 376.24
(SUBJECT TO PERMISSIVE REFERENDUM)

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

PRESENT: Supervisor Mollie Collins

Councilmembers:
Jack Dodson
Joseph Mastroianni
Teri Gallucci
Ronald Schlag

DRAFT

RESOLUTION 376.24 **DATED SEPTEMBER 25, 2024**

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO AND APPROVING 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, PURSUANT TO ARTICLE 12-A OF THE TOWN LAW.

WHEREAS, a map, plan and report have been prepared in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Rotterdam, Schenectady County, New York, relating to the establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 of said Town;

WHEREAS, said map, plan and report were prepared by a competent engineer, duly licensed by the State of New York, and have been 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;

WHEREAS, said Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 shall be bounded and described as hereinafter set forth as Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, the improvement proposed for said Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 consists 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, as more fully described in the aforesaid map, plan and report;

WHEREAS, the maximum amount proposed to be expended for said improvement is $250,530;

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

WHEREAS, said establishment of the Extension and the capital project therefore have 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"), which, as proposed, it has been determined will not have a significant effect upon the environment and SEQRA compliance materials are on file in the office of the Town Clerk were they may be inspected during normal business hours; and

WHEREAS, the estimated cost of the establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 to the typical property therein, being condominium building apartments, 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 such first-year costs to the typical property were computed, has been filed in the office of the Town Clerk at 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, an Order was duly adopted by said Town Board on August 14, 2024, reciting a description of the boundaries of said proposed Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2, the improvements proposed, the maximum amount proposed to be expended for said improvements, the fact that said map, plan and report were on file in the Town Clerk's office for public inspection and specifying September 11, 2024, at 7:00 o'clock P.M., Prevailing Time, at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, as the time when and the place

where said Town Board would meet for the purpose of holding a public hearing to consider the establishment of said Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 and said map, plan and report filed in relation thereto and to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, notice of the aforesaid public hearing was duly published and posted in the manner and within the time prescribed by Section 209 d of the Town Law, and proof of publication and posting has been duly presented to said Town Board; and

WHEREAS, said public hearing was duly held at the time and place in said order, as aforesaid, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board has duly considered said map, plan and report and the evidence given at said public hearing; 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 l. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows:

(a) The notice of hearing was published and posted as required by law and is otherwise sufficient;

(b) All the property and property owners within said proposed Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 are benefited thereby;

DRAFT

(c) All the property and property owners benefited are included within the limits of said proposed Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2; and

(d) The establishment of said proposed Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 is in the public interest.

Section 2. The establishment of Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 of the Town of Rotterdam, Schenectady County, New York, to be bounded and described as hereafter set forth, and the improvement therefor consisting of the 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, at a maximum estimated cost of $250,530, are hereby approved.

Section 3. Said Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 shall be bounded and described as set forth in Exhibit A as aforementioned.

Section 4. The Town Clerk shall, within ten (10) days after the effective date of this resolution (30 days after the date hereof), file certified copies of this resolution in duplicate in the Office of the State Department of Audit and Control at Albany, New York.

Section 5. This resolution is adopted subject to permissive referendum and notice thereof shall be published and posted within ten (10) days of the date hereof.

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

DATED: September 25, 2024

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

The resolution was thereupon declared duly adopted.

* * * * *

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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

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)

[ATTACH BOUNDARIES]

DRAFT

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 26 day of September, 2024, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a resolution, subject to permissive referendum, certified by me, duly adopted by said Town Board on September 25, 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. Mucco
Town Clerk

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

Kelsey Lynn Cappello
Notary Public

KELSEY LYNN CAPPELLO
Notary Public, State of New York
Certified Schenectady County
#01CA0007084
Commission Expires: 5/9/2027

DRAFT

NOTICE OF ADOPTION

EXTENSION NO. 17 (CONDOS AT HELDERBERG MEADOWS EXTENSION) TO TOWN OF ROTTERDAM SEWER DISTRICT NO. 2 OF THE TOWN OF ROTTERDAM – ESTABLISHMENT PROCEEDINGS

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Rotterdam, Schenectady County, New York, at a meeting held on September 25, 2024, duly adopted the resolution published herewith, subject to a permissive referendum.

Dated: September 25, 2024.

Diane M. Marco /s/ Diane M. Marco
Town Clerk

DRAFT

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:

1. That a meeting of the Issuer was duly called, held and conducted on September 25, 2024.

That such meeting was a **regular** 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 caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 26 day of September, 2024.

Diane M. Marco

Town Clerk

(CORPORATE SEAL)

TOWN OF ROTTERDAM Schenectady County NY Office Of The Town Clerk

DRAFT

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, September 25, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 377.24

TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION INC. (PBA)

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 execute and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association Inc.

SECTION 2. This resolution shall become effective September 25, 2024.

DATED: September 25, 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 September 25, 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 September 30, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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

October 3, 2024

Certified Resolutions: #378.24-#385.24 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 Wednesday, October 2, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:38 p.m. and was adjourned at approximately 6:45 p.m. by Councilmember Gallucci and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Agenda Meeting. Motion # 63 was made by Councilmember Dodson and seconded by Councilmember Schlag. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:15 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

Town of Rotterdam

1100 Sunrise Boulevard

Special Meeting
Wednesday October 2, 2024
7:00 pm

BY ORDER OF THE
ROTTERDAM TOWN BOARD

Diane M. Marco, Town Clerk

DRAFT

9/30/2024

The 2025 Tentative Budget for the Town of Rotterdam can be found on the home page of www.rotterdamny.org under "Budget", and also at the Town Clerks office during normal business hours.

DRAFT

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

October 2, 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.

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

MOTIONS:

63.24 I make a motion to add resolution 385.24 to the agenda.

RESOLUTIONS

378.24 Presentation by the Town Clerk of the 2025 Tentative Budget to the Town Board. Pg. 3

379.24 To appoint Ashley Vealey to the position of Deputy Court Clerk. Pg. 5

380.24 To negotiate and execute an agreement with GPI for construction administration services for the Rotterdam Senior Center Generator Project. Pg. 11

381.24 To authorize the purchase of one brush truck for the Highway Department. Pg. 17

382.24 To Amend Resolution 296.21 relating to the use of ARPA funds. Pg. 35

383.24 To authorize an agreement with FCM Engineering PLLC for professional engineering construction support and observation services for the Rotterdam Senior Center Parking Lot Improvements. Pg. 43

384.24 To negotiate and execute Amendment No. 1 to an existing agreement with KB Engineering & Architecture P.C./ Prime AE for professional engineering services related to the Sewage Pump Station Supervisory Control and Data Acquisition (SCADA) Improvements. Pg. 47

385.24 To schedule budget workshop sessions for the 2025 Tentative Budget.

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following motion was duly adopted:

MOTION 63.24

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 add resolution 385.24 to the agenda.

SECTION 2. This motion shall become effective October 2, 2024.

DATED: October 2, 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 Special Town Board of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 378.24

PRESENTATION BY THE TOWN CLERK OF THE 2025 TENTATIVE BUDGET TO THE TOWN BOARD

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 presentation by the Town Clerk of the 2025 Tentative Budget to the Town Board at this Special Meeting on October 2, 2024.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 379.24

TO APPOINT ASHLEY VEALEY TO THE POSITION OF DEPUTY COURT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Ashley Vealey, 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 October 15, 2024.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 380.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GPI FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROTTERDAM SENIOR CENTER GENERATOR PROJECT

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 agreement with Greenman-Pedersen Inc. (GPI), located at 80 Wolf Road, Suite 600, Albany, New York 12205, for Construction Administration Services for the Rotterdam Senior Center Generator Project, in the total amount not to exceed ten thousand and 00/100 ($10,000.00).

SECTION 2. This resolution shall become effective October 2, 2024

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady, County

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 381.24

TO AUTHORIZE THE PURCHASE OF ONE BRUSH TRUCK FOR THE HIGHWAY DEPARTMENT

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 purchase of one 2022 HV607 SBA Brush Truck for the Highway Department, from Navistar Inc., located at 399 Albany Shaker Road Suite 202, Loudonville, New York 12211, with compliance under NYS contract, in the amount not to exceed two hundred and nine thousand, two hundred ninety-seven and 16/100 ($209,297.16) dollars.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 382.24

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 369.23 adopted on December 13, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 ($136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements ($1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00); and to fund the Salt Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed ($250,000.00),

and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch ($31,240.46); and

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $40,000.00 of funds received pursuant to the American Rescue Plan Act (ARPA) to the Senior Center Parking Lot Improvements Project; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 ($136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements ($1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety

Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00); and to fund the Salt Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed ($250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch ($31,240.46), and to fund the Senior Center Parking Lot Improvements Project paid from fund line A6772 2005 Equipment/Paving ($40,000.00).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2024 are hereby audited and approved:

Fund	Account No.	Title		Amount
General	A 909	FROM:	Fund Balance	-$40,000.00
General	A6772 2005	INTO:	Equip/Paving	+$40,000.00

SECTION 3. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 383.24

TO AUTHORIZE AN AGREEMENT WITH FCM ENGINEERING PLLC FOR PROFESSIONAL ENGINEERING CONSTRUCTION SUPPORT AND OBSERVATION SERVICES FOR THE ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

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 FCM Engineering PLLC, located at 156 Spring Road, Scotia, New York 12302, for professional engineering construction support and observation services relating to the Rotterdam Senior Center Parking Lot Improvements, in an amount not to exceed thirty-three thousand and 00/100 ($33,000.00) dollars

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 384.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C./ PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SEWAGE PUMP STATION SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) IMPROVEMENTS

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 Amendment No. 1 to an existing agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Sewage Pump Station Supervisory Control And Data Acquisition (SCADA) Improvements, in the amount not to exceed three thousand one hundred and 00/100 ($3,100.00) dollars, for a new total agreement amount not to exceed seven thousand eight hundred and 00/100 ($7,800.00) dollars.

SECTION 2. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

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 Wednesday, October 2, 2024 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 385.24

TO SCHEDULE BUDGET WORKSHOP SESSIONS FOR THE 2025 TENTATIVE BUDGET

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 schedules special meetings as set forth below for purposes of conducting budget workshops in connection with the 2024 tentative budget, and for any other business which may come before the Town Board:

Date	Time	Location
Wednesday, Oct. 9, 2024	Directly after the Town Board Meeting is adjourned.	Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306
Wednesday, Oct. 16, 2024	6:30 p.m.	Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than 2 days prior to the date designated above for such special meetings, the following notice of special meeting:

TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS

PLEASE TAKE NOTICE, that the Town Board of the Town of Rotterdam will hold special meetings at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on the following dates and times, for purposes of conducting budget workshops in connection with the 2025 tentative budget.

Wednesday, October 9, 2024 - Directly after the Town Board Meeting is adjourned.
Wednesday, October 16, 2024 @ 6:30 p.m.

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

DATED: October 2, 2024
Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

DRAFT

SECTION 3. This resolution shall become effective October 2, 2024.

DATED: October 2, 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 Special Meeting of the Town of Rotterdam on October 2, 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 October 3, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

RESOLUTION NO. 387.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR SEPTEMBER 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 September 2024, has been placed on file and the town clerk's check in the amount of four thousand nine hundred twenty dollars and 03/100 ($4,920.03 has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective October 9, 2024

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: October 2, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for September $4,920.03 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 9, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: October 9, 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 October 9, 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

DRAFT

Town Clerk Monthly Report
September 01, 2024 - September 30, 2024

Account Description	Fee Description	Account#	Qty	Local Share
		Total Local Shares Remitted:		**$4,920.03**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			259.00
Amount paid to:	NYS Environmental Conservation			4,167.23
Amount paid to:	State Comptroller for Games of Chance			15.00
Amount paid to:	State Health Dept. For Marriage Licenses			202.50
Total State, County & Local Revenues:	**$9,563.76**	**Total Non-Local Revenues:**		**$4,643.73**

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 — 10/1/2024 — Date
Diane M. Marco — Town Clerk — 10/1/2024 — Date

DRAFT

Town Clerk Monthly Report
September 01, 2024 - September 30, 2024

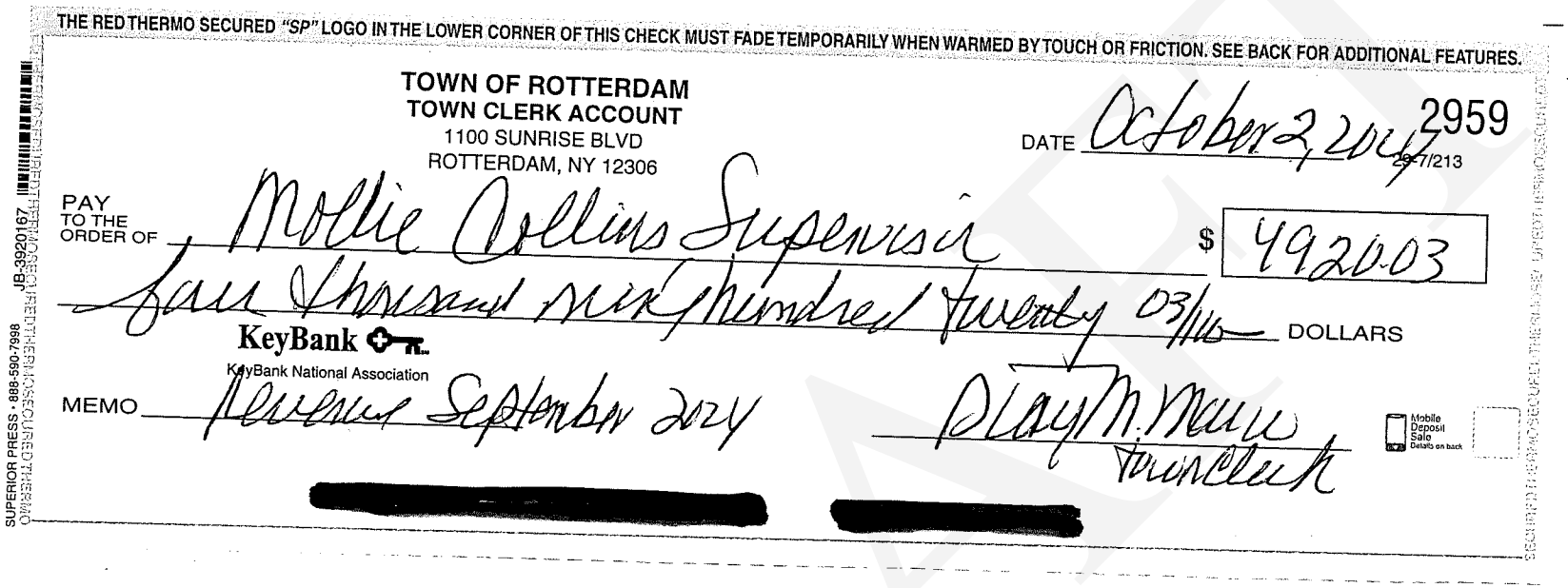
Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	20	226.77
			Sub-Total:	**$226.77**
Dog Licensing	Female, Spayed	A2544	97	1,358.00
Dog Licensing	Female, Unspayed	A2544	9	153.00
Dog Licensing	Male, Neutered	A2544	84	1,176.00
Dog Licensing	Male, Unneutered	A2544	17	289.00
Dog Licensing	Replacement Tags	A2544	1	3.00
			Sub-Total:	**$2,979.00**
Ez pass	Ez Pass	A1255	4	100.00
			Sub-Total:	**$100.00**
Late Fees	Late Fee -Dog Renewal	A1550	26	260.00
			Sub-Total:	**$260.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	9	157.50
			Sub-Total:	**$157.50**
Misc	Impoundment Fees - Dogs	A1550	1	10.00
	Misc		6	170.76
			Sub-Total:	**$180.76**
MISC. FEES	Boarding - Dog		1	15.00
MISC. FEES	Certified Copies	A1255	99	990.00
			Sub-Total:	**$1,005.00**
parade vending permit	Parade Permit	A002545	1	25.00
			Sub-Total:	**$25.00**
PERMIT FEES	Garage Sale	A2590	72	360.00
			Sub-Total:	**$360.00**
Senior Discount	Senior Discount	A2544	54	-534.00
			Sub-Total:	**-$534.00**
Taxicab License	Taxi	A2545	2	150.00
			Sub-Total:	**$150.00**
Town Portion	Games Chance Permits	A2530	1	10.00
			Sub-Total:	**$10.00**

DRAFT

Monthly Worksheet of Daily Work
September 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
9/3/2024	$407.00	$92.00	$86.92	$5.08	$270.00	$27.00	$243.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/4/2024	$430.00	$162.00	$152.33	$9.67	$178.00	$22.00	$156.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/5/2024	$535.64	$134.00	$126.61	$7.39	$95.00	$10.00	$85.00	$0.00	$0.00	$0.00	$16.64	$0.00	$0.00	$0.00	$0.00
9/6/2024	$669.44	$375.00	$352.86	$22.14	$180.00	$15.00	$165.00	$0.00	$0.00	$0.00	$44.44	$0.00	$0.00	$0.00	$0.00
9/9/2024	$372.00	$162.00	$152.32	$9.68	$90.00	$8.00	$82.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/10/2024	$529.00	$209.00	$196.74	$12.26	$220.00	$17.00	$203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/11/2024	$262.00	$37.00	$34.96	$2.04	$95.00	$7.00	$88.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
9/12/2024	$616.57	$293.00	$276.85	$16.15	$55.00	$5.00	$50.00	$40.00	$22.50	$17.50	$33.57	$0.00	$0.00	$0.00	$0.00
9/13/2024	$456.48	$149.00	$140.78	$8.22	$110.00	$8.00	$102.00	$120.00	$67.50	$52.50	$27.48	$15.00	$10.00	$0.00	$0.00
9/16/2024	$497.00	$102.00	$95.65	$6.35	$110.00	$15.00	$95.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$25.00	$0.00
9/17/2024	$819.00	$719.00	$702.96	$16.04	$70.00	$6.00	$64.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/18/2024	$326.00	$156.00	$147.39	$8.61	$80.00	$9.00	$71.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/19/2024	$655.00	$385.00	$363.77	$21.23	$100.00	$10.00	$90.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/20/2024	$372.00	$182.00	$171.93	$10.07	$80.00	$6.00	$74.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
9/23/2024	$305.00	$164.00	$154.95	$9.05	$111.00	$14.00	$97.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/24/2024	$202.00	$127.00	$119.26	$7.74	$60.00	$4.00	$56.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9/25/2024	$727.00	$502.00	$472.15	$29.85	$120.00	$12.00	$108.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$50.00	$0.00
9/26/2024	$217.56	$30.00	$27.62	$2.38	$85.00	$7.00	$78.00	$0.00	$0.00	$0.00	$22.56	$0.00	$0.00	$25.00	$0.00
9/27/2024	$490.07	$263.00	$248.50	$14.50	$156.00	$20.00	$136.00	$40.00	$22.50	$17.50	$26.07	$0.00	$0.00	$0.00	$0.00
9/30/2024	$675.00	$151.00	$142.68	$8.32	$439.00	$37.00	$402.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by dmm 9/30/2024	$9,563.76	$4,394.00	$4,167.23	$226.77	$2,704.00	$259.00	$2,445.00	$360.00	$202.50	$157.50	$170.76	$15.00	$10.00	$100.00	$0.00

DRAFT



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 October 2, 2024 2959
24-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 4920.03

four thousand nine hundred twenty 03/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue September 2024

Mobile Deposit Safe Details on back

SUPERIOR PRESS • 888-590-7998 JB-3920167

DRAFT

RESOLUTION NO. 388.24

TO REAPPOINT JEFFREY NUZZACO TO THE BOARD OF ASSESSMENT REVIEW

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 reappoints Jeffrey Nuzzaco as a member of the Board of Assessment Review, for a five (5) year term commencing October 1, 2024 through September 30, 2029.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: October 1, 2024

TO: Town Board

FROM: Brad Canning, Assessor

TITLE OF LEGISLATIVE REQUEST: Re-appointment of Board of Assessment Review Member

TO BE PLACED ON TOWN BOARD AGENDA OF: October 9, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: October 9, 2024

Background Information: Jeffrey Nuzzaco was appointed to the Board of Assessment Review in January 2022. Mr. Nuzzaco has faithfully served on the BAR since appointment and is in good standing.

Evaluation/Analysis: Mr. Nuzzaco's term expired on September 30, 2024

Recommendation(s): Mr. Nuzzaco to be re-appointed to a 5-year term to expire on September 30, 2029.

Attachment/Document(s): n/a. Resume could be supplied by Mr. Nuzzaco upon request.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): na

LEGISLATION WILL BE PREPARED BY: Town Attorney

DRAFT

RESOLUTION NO. 389.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CB20 FOR DELL PROSUPPORT RENEWAL

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 CB20, located at 11 Federal Street, Saratoga Springs, NY 12866, for the renewal of Dell ProSupport, effective October 14, 2024 through October 13, 2025, in the amount not to exceed three thousand five hundred forty-eight and 61/100 ($3,548.61) dollars.

SECTION 2. This resolution shall become effective on October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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 25, 2024
TO:	Town Board
FROM:	Henry Gerhard I.T. Project Manager and Support Liaison
TITLE OF REQUEST:	Approve a product support renewal
TOWN BOARD MEETING:	October 9, 2024
Background Information:	This support renewal will provide us on-site support/repair for covered equipment for one year for our on-site server.
Evaluation/Analysis:	In case of catastrophic failure, service will be rendered by the manufacturer's designated representative in four hours or less after reporting.
Recommendation(s):	It is to the Town's advantage to have service delivered in less than 4 hours as stated on the quote and which we have had since installation. The server is aging, but rather than purchase a new machine extending the service of the current one is advisable.
Attachment/Document(s):	Quote from cb20, the purchasing agent.
Compliance with Purchasing Policy:	Fully compliant with the prescribed purchasing policy.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

cb20
An Experience Above

Quote # CB2Q4311
Expiration Date 9/1/2024

11 Federal Street
Saratoga Springs, NY 12866

Acct Mgr:	Chris Pietrantonio
Email:	cpietrantonio@cb20.com
Voice:	518-469-1406
Sales Administrator:	Drew Cope
Email:	dcope@cb20.com
Voice:	631-626-9627
Date:	8/7/2024

Customer:	Town of Rotterdam
Address:	1100 Sunrise Blvd Rotterdam, NY 12306 United States
Contact:	Chuck Gerhard
Email:	hgerhard@rotterdamny.org
Voice:	(518) 355-7575

Project Name

TOR - Dell ProSupport Renewal 2024 - 2025

#	MFG	Part #	Description	Qty	Unit Price	Ext. Price
			Dell ProSupport Renewal 2024 - 2025			
1	Dell	862-BMDN	ProSupport with 4-Hour Onsite Service Variable for PowerEdge R740 Upgrades and Extensions	1	$3,548.61	$3,548.61

Covering SN - HXFGDV2

Support Start Date - 10/14/24

Support End Date - 10/13/25

Solution Subtotal	$3,548.61
Grand Total	$3,548.61

Quote does not include applicable sales tax.
Applicable sales tax will be included on invoice.

To accept this quotation, sign here and return: _____

Thank You For Your Business!

DRAFT

RESOLUTION NO. 390.24

AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A GOVERNOR'S SAFETY COMMITTEE GRANT AWARD FOR THE ROTTERDAM TOWN POLICE DEPARTMENT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign the Governor's Safety Committee Grant Award for the Police Traffic Services Program, awarded to Rotterdam Town Police Department, in the amount of twelve thousand six hundred and 00/100 ($12,600.00) dollars.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

JUSTIN O'CONNOR
Director

NEW YORK STATE | Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

September 27, 2024

Jeffrey Collins
Lieutenant
Rotterdam Town Police Department
101 Princetown Road
Schenectady, NY 12306-1543

Re: PTS-2025-Rotterdam Town PD -00109-(047)
Police Traffic Services
T007273
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2024

Dear Lieutenant Jeffrey Collins:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Rotterdam Town Police Department has been awarded a total of $12,600 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	$2,800
Regular PTS Enforcement	$9,800
Other Than Personal Services	$0
Grand Total	**$12,600**

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

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Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Justin O'Connor
Director

JMO:bp
Enclosure
cc: Kyle Girard

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CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.

2. Once the attached Signature page is signed by an authorized representative **(see below) and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.

3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.

4. The Signature page with the original "wet" signatures must be mailed to:
   New York State Governor's Traffic Safety Committee
   Attn: Contract Coordinator
   6 Empire State Plaza, Room 410
   Albany, NY 12228

5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.

6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

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This page was intentionally left blank.

Signature page follows on next page.

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STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
ROTTERDAM TOWN OF	New York State Governor's Traffic Safety Committee
By: _____	By: _____
_____ Printed Name	Mary Arthur Printed Name
Title: _____	Title: Program Manager
Date: _____	Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

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RESOLUTION NO. 391.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS 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 Amendment No . 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for additional engineering services to conduct a Phase 1A Archeological Report, relating to the Kiwanis International Park Waterfront Access Improvements Project, in an amount not to exceed six thousand nine hundred and 00/100 ($6,900.00) dollars, for a new total agreement amount not to exceed forty-six thousand nine hundred and 00/100 ($46,900.00) dollars.

SECTION 2. This resolution shall become effective on October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	October 1, 2024
TO:	Mollie Collins - Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Authorize Amendment #1 to conduct a Phase 1A Archeological Report for the Design and Construction of Kiwanis Park Waterfront Access Improvements.
TOWN BOARD MEETING:	October 9, 2024
Background Information:	Barton & Loguidice (B&L) has completed the design for the Kiwanis Park International Park Waterfront Access Improvement Project. As part of the review and permitting process, the New York State Parks, Recreation, and Historic Preservation (SHPO) was consulted and has requested a Phase 1A Archeological Report for the project.
Evaluation/Analysis:	A Phase IA report will be prepared, summarizing the documentary research, known cultural resources, and providing an archaeological sensitivity assessment. The report will include tables, figures, and photographs as appropriate. B&L will submit two electronic copies of the report to the client, one to SHPO, one to the relevant Indian Nations for comment (if necessary). A proposed lump sum fee of $6,900 is proposed.
Recommendation(s):	Town Board should authorize the Town Supervisor to execute Amendment #1 to conduct a Phase 1A Archeological Report for the Design and Construction of Kiwanis Park Waterfront Access Improvements.
Attachment/Document(s):	B & L Kiwanis Park Improvements Project – Amendment #1 for Archeological Phase IA Survey
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

Barton & Loguidice

October 1, 2024

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

Re: Kiwanis Park Improvements Project – Amendment #1 for Archeological Phase IA Survey
File: 904.047.002

Dear Supervisor Collins,

Barton & Loguidice (B&L) has completed the design for the Kiwanis Park International Park Waterfront Access Improvement Project. As part of the review and permitting process, the New York State Parks, Recreation, and Historic Preservation (SHPO) was consulted to confirm that the project would not adversely impact archaeological resources. On August 26, 2024, we received the following correspondence from SHPO:

"This project is in an archaeologically and environmentally sensitive area for Indigenous and historic archaeological sites. Therefore, the State Historic Preservation Office/Office of Parks, Recreation, and Historic Preservation (SHPO/OPRHP) recommends that a Phase IA Literature Search and Sensitivity Assessment survey is warranted. A Phase IA archaeological survey is designed to identify previously recorded archaeological sites and other cultural resources within or near the project area, assess the archaeological sensitivity of the project area, document previous ground disturbances, and make recommendations regarding the potential need for Phase IB subsurface archaeological testing."

In response, B&L proposes the following Scope of Services for your consideration:

Work Scope – Phase IA Archaeological Survey

A subconsultant will be engaged to complete a Phase IA archaeological survey for the Area of Potential Effects (APE), which covers approximately 0.4 acres. The scope of work includes:

- **Database Review:** Examination of files in the OPRHP's CRIS database to determine if any recorded archaeological sites are within or adjacent to the approximately 6.27-acre project area. All sites within one mile will be documented, as required.
- **State and National Register Search:** Review of State and National Registers for properties or sites within or near the project area.
- **Historic Map Review:** Analysis of historic maps to determine if former structural remains or Map-Documented Structures (MDS) are located within or near the project area.
- **Local History and Reports:** Review of local histories and previous cultural resource reports conducted near the project area.
- **Site Inspection:** Conduct an on-site inspection to assess current conditions, any prior disturbances, archaeological sensitivity, and standing structures. All structures more than 50 years old within or adjacent to the site will be photo documented.

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com
The experience to listen
The power to solve

The collected data will be used to provide an archaeological sensitivity assessment for the Kiwanis Park International Park Waterfront Access Improvement Project, Town of Rotterdam, Schenectady County, New York. This assessment will offer valuable insight into previously documented cultural remains that may exist within or near the project area, which is known for its 18th and 19th-century military conflict sites and pre-contact archaeological sites.

Phase IA Report

A Phase IA report will be prepared, summarizing the documentary research, known cultural resources, and providing an archaeological sensitivity assessment. The report will include tables, figures, and photographs as appropriate. B&L will submit two electronic copies of the report to the client, one to SHPO, one to the relevant Indian Nations for comment (if necessary), and retain one copy in our records.

Fee for Services

The proposed lump sum fee for the scope of services outlined above is $6,900.

We appreciate the opportunity to continue serving the Town of Rotterdam. Should you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Executive Vice President

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam ("Owner") to provide the services described herein in accordance with the original terms and conditions.

Mollie Collins, Supervisor
Town of Rotterdam

Date

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 5, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 231.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS PROJECT

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 the Kiwanis International Park Waterfront Access Improvements Project, in an amount not to exceed forty thousand and 00/100 ($40,000.00) dollars.

SECTION 2. This resolution shall become effective on July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
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 5, 2023, 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 7, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County, NY

DRAFT

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:	June 29, 2023
TO:	Town Board
FROM:	C.J. Dodson, Deputy Supervisor
TITLE OF REQUEST:	Engineering Agreement – Kiwanis International Park Waterfront Access Improvement Project
TOWN BOARD MEETING:	July 5, 2023
Background Information:	The Town secured a grant with the Department of State that incudes a 25% match for rehabilitation of the boat launch facility and dock at Kiwanis International Park.
Evaluation/Analysis:	Barton and Logudice was selected as the engineering consultant for this project pursuant to an RFQ.
Recommendation(s):	Retain Barton and Logudice for professional engineering services for the Kiwanis International Park Waterfront Access Improvement Project.
Attachment/Document(s):	Agreement between Town of Rotterdam and Barton and Logudice. Department of State Contract C1002040.
Compliance with Purchasing Policy:	Yes – Professional Services
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

AGREEMENT
BETWEEN
TOWN OF ROTTERDAM
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT ("Agreement") effective as of July 5, 2023 ("Effective Date") between the Town of Rotterdam ("Owner") and Barton & Loguidice, D.P.C. ("Consultant").

Consultant agrees to provide those professional services specifically described in Exhibit A ("Scope of Services") to Owner for the Kiwanis International Park Waterfront Access Improvements project ("Project"), which is incorporated by reference herein.

Owner and Consultant further agree as follows:

1.01 Basic Agreement

A. Consultant shall provide, or cause to be provided, the Services set forth in this Agreement, and Owner shall pay Consultant for such Services as set forth in Paragraph 4.01. In the event of any inconsistency between Exhibit A and the terms of this Agreement, the terms of this agreement shall control.

B. The use of standard business forms, including but not limited to Owner's purchase orders, are solely for the convenience of the parties and none of the provisions thereof shall in any way limit, alter or modify the terms of this Agreement whether or not any such document is signed.

2.01 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant and its Subconsultants may use and rely upon the information, work product and services provided or performed by others, including, but not limited to, Owner's consultants, contractors, manufacturers, and suppliers.

C. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

D. If, through no fault of Consultant, the orderly and continuous progress of Consultant's services is impaired, its services are delayed or suspended, or the Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

E. The Owner shall notify the Consultant within (7) day's from when the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies on the Consultant's Instruments of Service.

F. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

G. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Consultant's template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.

H. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

I. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

J. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

K. Consultant shall be responsible only for those Construction Phase services expressly required of Consultant in Exhibit A, Scope of Services. With the exception of such expressly required services in Exhibit A, Consultant shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services, unless otherwise added to the Scope of Services by supplemental agreement. Owner waives all claims against the Consultant that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Consultant in Exhibit A.

L. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

M. Owner shall bear full responsibility and liability for the generation, existence, or presence of any toxic, hazardous, radioactive, infectious, mutagenic, teratogenic, carcinogenic, explosive, combustible, or other dangerous substances ("hazardous materials") pre-existing at the site. Owner affirms certain additional responsibilities under the Agreement, including without limitation the following:

1. Owner shall grant or cause to be granted a license of right-of-way to Consultant to access all sites necessary for the performance of the Services under this Agreement.
2. Owner shall furnish or cause to be furnished to Consultant all documents and information known to Owner that relate to the identity, location, quantity, nature, or characteristics of any hazardous materials at or near the site(s).
3. Unless otherwise required by law or set forth in this Agreement, Owner shall be responsible for accurately locating and prominently marking all buried, concealed, or submerged pipes, tanks, cables, utilities or other man-made obstructions ("underground facilities") that may affect or be affected by Consultant's services.

N. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

O. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly *engineering or other technical* opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

P. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

Q. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If the Scope of Services does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

3.01 Insurance

A. Owner and Consultant shall procure and maintain insurance as set forth in Exhibit B, "Insurance". Each party shall cause the other party to be listed as an additional insured on applicable general liability insurance policies.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its Subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

C. Owner and Consultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit B, "Insurance". Such certificates shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.

D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Consultant and to each other additional insured (if any) to which a certificate of insurance has been issued.

4.01 Payment for Services

A. **Payment (Lump Sum Basis).** Owner shall pay the Consultant a Lump Sum amount of $40,000. Unless specifically indicated otherwise in this Agreement, Consultant's charges for subcontracted services shall be included in the lump sum payment amount noted herein.

B. Preparation of Invoices. Consultant will prepare an invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Owner. Invoices will be prepared on a percentage complete basis.

C. Payment of Invoices. Invoices are due and payable within thirty (30) days of the date of the invoice. If Owner fails to make a timely payment due Consultant, then Consultant may, without liability, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

5.01 Additional Services

A. If mutually agreed by Owner and Consultant, or if required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances, Consultant shall furnish services in addition to those set forth above and in Exhibit A ("Additional Services").

B. When reasonably practicable in Consultant's professional judgment, Consultant shall provide Owner a written request for authorization to perform Additional Services and obtain Owner's written authorization before performing said Additional Services. Consultant's written request may be transmitted by electronic mail or regular mail. Consultant's request shall include a description of the Additional Services required and an estimate of the cost thereof. If the Owner fails to authorize the Additional Services within seven (7) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to perform said Additional Services, nor shall Consultant bear any responsibility or liability for any costs, damages or delays resulting from the lack of said Additional Services.

C. When, in Consultant's professional judgement, Additional Services are required to be provided on a schedule which does not allow time to obtain Owner's written authorization in advance, Consultant shall begin to provide said Additional Services. As soon as reasonably practicable thereafter, Consultant shall provide Owner written notice of its commencement of said Additional Services and its request for authorization to complete the Additional Services. Consultant's written requests may be transmitted by electronic mail or regular mail. If the Owner fails to authorize the Additional Services within (3) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to complete said Additional Services, nor shall Consultant bear any responsibility or liability for any costs, damages or delays resulting from the lack or said Additional Services. Owner shall pay Consultant for the Additional Services performed prior to the effective date of Owner's denial.

D. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any, at cost plus ten (10) percent.

6.01 Dispute Resolution

A. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction in Schenectady County.

B. If a dispute involves a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Consultant may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

7.01 Accrual of Claims

A. All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

8.01 Controlling Law

A. This Agreement is to be governed by the law of the state and county in which the project is located.

9.01 Indemnification and Liability

A. The Consultant and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) but only to the extent caused by their own respective negligent acts, negligent errors or negligent omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

B. In addition to the indemnity provided under Paragraph 9.01 A and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, partners, employees, and Consultant's Subconsultants from and against all costs (including attorneys' fees), losses, damages and liabilities arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, damage or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom.

C. To the fullest extent permitted by law, Consultant and the Owner waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

D. In recognition of the relative risks and benefits of the Project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action, including, without limitation, active and passive negligence, breach of contract, breach of warranty, tort, strict liability, or equity, or liabilities that might arise out of the parties' indemnification obligations, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

10.01 Successors, Assigns, and Beneficiaries

A. Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 10.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or

responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

11.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Consultant:

1) upon seven (7) days' written notice if Consultant believes that Consultant is being requested by Owner to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven (7) days' written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3) Upon seven (7) days' written notice if Owner fails to pay an invoice when due.

4) In the event Consultant terminates this agreement for either of the above-specified reasons, Consultant shall have no liability to Owner on account of such termination or any resulting costs, damages or delays.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 11.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by Owner effective ten (10) days after the receipt of written notice by Consultant.

a. The terminating party under Paragraphs 11.01.A.1 or 11.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

b. In the event of any termination under Paragraph 11.01.A.1, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.

c. In the event of termination by Owner for convenience or by Consultant for cause, Consultant shall be entitled, in addition to payment for those items identified in Paragraph 4.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts

with Consultant's Subconsultants, and other related close-out costs, using reasonable methods of calculation including the methods and rates for Additional Services as set forth in Paragraph 5.01.

12.01 No Third Party Beneficiaries

A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Consultant.

13.01 Waiver

A. Non-enforcement of any provisions by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14.01 Total Agreement/Severability

A. This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	Town of Rotterdam	CONSULTANT:	Barton & Loguidice, D.P.C.
By:	Mollie A. Collins	By:	Donald H. Fletcher
Title:	Town Supervisor	Title:	Senior Vice President
Date Signed:	7/10/2023	Date Signed:	June 30, 2023

Address for giving notices:	Address for giving notices:
Town of Rotterdam	Barton & Loguidice, Attn: President
1100 Sunrise Boulevard	443 Electronics Parkway
Rotterdam, New York 12306	Liverpool, New York 13088

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Exhibit A - Scope of Services
Kiwanis International Park Waterfront Access Improvements Project

Task 1: Project Initiation Meeting (by Town)

The Town of Rotterdam (Town), the Department of State (Department), and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Town, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Deliverables: *Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.*

Task 2: Project Advisory Committee (by Town)

Establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Deliverables: *Draft and final list of proposed members of project advisory committee. Project advisory committee established.*

Task 3: Procurement of Consultant (by Town)

Prepare a Request for Proposals (RFP) or similar instrument (if applicable) including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

The Town must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (https://ny.newnycontracts.com/). The Town must retain records of the procurement process including direct solicitation to MWBEs; results; and any actions that its subcontractors have taken toward meeting MWBE contract participation goals. To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow-up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how the scope of work maximizes opportunities for MWBE participation; and
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

Submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Deliverables: *Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.*

Task 4: Subcontract and Compliance with Local Procurement Requirements (by Town)

Prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

Incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s).

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that the Town fully complied with applicable provisions of General Municipal Law and with local procurement procedures. A procurement certification form will be supplied by the Department.

The Town's procurement record and consultant selection are subject to approval by the Department.

The Town remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Deliverables: *Consultant(s) selected and approved by the Department. Executed subcontracts and written certification of compliance with procurement procedures.*

Task 5: Project Advisory Committee Meetings

Consultant (B&L) will participate in a second project meeting with the Town and Project Advisory Committee (PAC) to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information which would assist in completion of the project.

The Project Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Following each meeting, B&L shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

A total of three (3) PAC meetings is included in the scope of services: a kickoff meeting, and two design review meetings.

Deliverables: *Project Advisory Committee meetings. Written meeting summary of each meeting.*

Task 6: Site Reconnaissance

B&L will conduct site-specific reconnaissance, in preparation for design. Work may include, at a minimum, identification, analysis, and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site

- Adjacent land and water uses
- Historic and archeological resources
- Soil groups as determined by publicly-accessible data
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Site constraints, needs, and opportunities

The following are specifically excluded from site reconnaissance:

- Formal boundary survey or any deed research. Existing tax maps will be used to locate the property lines.
- Bathymetric Survey
- Subsurface / Geotechnical Investigations
- Wetland Delineation
- Archeological Review Services
- Protected Species Habitat Assessment or Presence / Absence Surveys

Deliverables: *Map(s) and written summary describing the above information and any other appropriate information identified during the project initiation meeting. Maps and relevant data and information, submitted in either ArcGIS format, or similar product acceptable to the Department.*

Task 7: Schematic Designs and Alternatives Analysis

B&L will prepare schematic designs and alternative analysis of the facility or facilities, considering and including a summary of the following, as applicable:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to state-designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

In consultation with the Department and the project advisory committee, the Town shall select the preferred schematic design as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of, or building upon, the alternative schematic designs.

Deliverables: *Alternative analysis and preferred schematic designs.*

Task 8: Public Meeting (by Town)

Hold public information meeting to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Deliverables: *Public information meeting held. Minutes/Summary of meeting prepared including any presentations or handouts.*

Task 9: Permit Analysis and Pre-Permitting Meeting

Prepare an analysis of all federal, State, and local requirements for the selected schematic design alternative, such as necessary permits, reviews, and approvals. The analysis will include a written description of how requirements will be satisfied during development of the design. This analysis shall be submitted to appropriate project partners, permit review agencies, and the Department for review. A pre-permitting meeting with the Department and the identified federal, State, and local entities may be required to discuss revisions needed to satisfy regulatory requirements. The Town shall not work

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on developing final design prior to the Department approval of the permit analysis and Town response to comments from the pre-permitting meeting, if necessary.

Deliverables: Written permit analysis. Pre-permitting meeting with identified entities. Town response to preliminary review comments by regulators.

Task 10: Design Development

Prepare draft and final designs based on the selected schematic design. The designs shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Deliverables: Draft and final designs and supporting materials.

Task 11: Certified Construction Documents

Prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Construction shall not commence prior to addressing the Department's comments. Final construction documents must be certified by a licensed professional engineer, architect or landscape architect and the appropriate seal must be affixed to these documents.

Deliverables: Final construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 12: Environmental Quality Review

Prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If the lead agency makes a positive declaration of environmental impact, the Town shall prepare a Draft Environmental Impact Statement, advertise it as available for public review and comment, and complete the SEQRA process.

B&L will prepare Part 1 through 3 of a Short Environmental Assessment Form (SEAF) for use by the Town in compliance with environmental review required under the State Enyironmental Quality Review Act (SEQRA). It is assumed that the Town will serve as the SEQR lead agency and that the project will be declared an Unlisted Action under 6 NYCRR Part 617. We assume that any necessary Town Board resolutions will be completed by the Town and that the project's SEQR will not result in a positive declaration and will not require the preparation of an Environmental Impact Statement (EIS).

Deliverables: SEQRA documents

Task 13: Permits

Prepare the necessary permit or other approval applications and obtain the required permits or approvals from regulatory agencies. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Town or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include:

- federal agencies such as the United States Army Corps of Engineers; Federal Highway Administration; Federal Aviation Administration; Federal Communication Commission; Federal Energy Regulatory Commission.
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;

- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization to use or occupy State-owned lands or waters overlying those lands; the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and potential authorizing regional agencies such as Port Authority; St. Lawrence Seaway; Canal Corporation; Metropolitan Transportation Authority; CSX railroad; Amtrak; Adirondack Park Agency; Hudson River-Black River Regulating District.
- agencies of a regional, county, city, town, village, or special purpose district, including: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Demonstrate the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

For the purposes of this agreement, the following permit applications are included:

- Canal Corporation Work Permit: B&L will prepare a Canal Permit Application (CC-W99072) package for submission to the NYS Canal Corporation and coordinate with the agency to obtain a work permit for the proposed improvements.
- Joint Application for Permit: B&L will prepare a Joint Application for Permit (JAP) package for submission to the US Army Corps of Engineers (USACE) and NYS Department of Environmental Conservation (NYSDEC) and coordinate with the agencies to obtain the necessary permits for the proposed improvements. The JAP package will include NYSDEC Supplement D-2 for the construction, reconstruction, or expansion of docking and mooring facilities. We assume that the proposed work will be eligible for a USACE Nationwide Permit (NWP) and will not require an individual permit.

Any permits other than those listed above (including developing a SWPPP) are specifically excluded.

Deliverables: *All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.*

Task 14: Bid Process and Selection of Construction Subcontractor (by Town)

Prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. The bid invitation shall require the respondents to demonstrate ability to satisfy any applicable MWBE requirements. Prior to distributing the bid invitation, the Town shall submit the bid invitation to the Department for review and comment.

Select the construction subcontractor(s) from the bid respondents and prepare a draft contract or contract(s). The Town must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Town must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (https://ny.newnycontracts.com/). To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

Submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Deliverables: *Executed construction subcontract(s). Written certification of procurement procedures. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.*

Task 15: Installation of Project Sign (by Construction Contractor)

Prior to the start of construction, install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low-cost informational sign. A Sign Order Form is available upon request from the Department.

Deliverables: *Department-approved sign design, and photo-documentation that sign is installed in project area.*

Task 16: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, site preparation and construction work may begin according to the final design and construction documents. The Town or its subcontractor(s) shall notify the Department at regular intervals of work progress, including any delays which have occurred.

The Town, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections. The Town or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

For the purposes of this agreement, B&L will provide a total of a total of five construction (5) site inspections. Said inspections will be for limited duration and will be scheduled based on critical components of work.

Deliverables: *Written summary of periodic site visits including photo-documentation (pre-construction, during construction, and once the project is completed) and identification of any problems that need to be addressed.*

Task 17: Project Completion

Submit a statement that the work has been completed in accordance with the contract, the final design and construction specifications, and all permit requirements. The completion statement must be certified by a licensed professional engineer, architect, or landscape architect. The Town shall submit a set of completed construction plans, certified by a licensed professional engineer, architect, or landscape architect. The Town shall submit photo- documentation in the form of digital images of the completed project. The Department will not reimburse the Town for payment to consultant(s) or subcontractor(s) until the Department concurs that the work is complete.

Deliverables: *Statement of completion, certified as-built plans, and photo-documentation (including the photo GPS location where available)*

Task 18: MWBE Reporting (by Town)

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form C - Workforce Employment Utilization to report the actual work force utilized for this contract broken down by specified categories (every March 31, June 30, September 30 and December 31).
- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).

- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Deliverables: Ongoing reporting through NYSCS during the life of the contract. Form C submitted on a quarterly basis and Form D submitted as necessary.

Task 19: Project Status Reports (by Town)

Submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Deliverables: Completed project status reports submitted to the Department during the life of the contract.

Task 20: Final Project Summary Report and Measurable Results (by Town)

Submit the Final Project Summary Report and Measurable Results electronically at: https://forms.office.com/g/eZERFeEeKM.

Deliverables: Final Project Summary Report and Measurable Results submitted to the Department.

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Exhibit B - Insurance
Kiwanis International Park Waterfront Access Improvements

Per provision 3.01.A of this Agreement, the kinds and amounts of Insurance required are as follows:

a) A policy or policies providing protection for employees of the CONSULTANT in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".

b) Automobile Liability policies with a combined single limit of not less than $1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	$2,000,000 Each Occurrence	$1,000,000
Products - Comp/Op Agg.	$2,000,000 Damage to Rented Premises	$100,000
Personal/Adv. Injury	$1,000,000 Medical Expense	$5,000

d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
$1,000,000	$1,000,000

e) Professional Liability Insurance, when applicable, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars ($1,000,000).

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RESOLUTION NO. 392.24

A RESOLUTION REGARDING THE STATE ENVIRONMENTAL QUALITY REVIEW ACT PROCESS AMENDMENT FOR THE TOWN OF ROTTERDAM WASTEWATER TREATMENT IMPROVEMENTS PROJECT

WHEREAS, the Town of Rotterdam (Town) is proposing the Town of Rotterdam Wastewater Treatment Plant Improvements Project (Project); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6NYCRR Part 617 (the "Regulations"), the Town desires to comply with SEQRA and the Regulations with respect to the Project; and

WHEREAS, pursuant to the State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6 NYCRR Part 617, the Town of Rotterdam previously completed the SEQRA process and passed a Negative Declaration for the proposed Project on August 26, 2020, and passed a new Negative Declaration on August 10, 2022 for an amended Project action;

WHEREAS, the previously reviewed project scope included rehabilitation of multiple components at the Town's Wastewater Treatment Plant (WWTP) to increase its treatment capacity, installation of a new disc filter to replace the existing tertiary sand filters, manhole rehabilitation, and replacement of the Town's existing trunk sewer;

WHEREAS, a 2022 Amendment to the Project added construction of a sequencing batch reactor to replace the existing trickling filters and rotating biological contactors; construction of a new pump station at the WWTP; and omission of the previously proposed disc filter;

WHEREAS, the Project now involves installation of two new thickened sludge pumps, two new tertiary disk filters, a new UV disinfection system, and installation of a lime sludge stabilization system; and omission of the previously proposed C12 Disinfection System rehabilitation, sanitary sewer rehabilitation, and trunk sewer rehabilitation;

WHEREAS, the Town of Rotterdam Town Board, as Lead Agency, has updated the Parts 1, 2, and 3 of the Full Environmental Assessment Form (FEAF) to reflect the change in project scope, and subsequently notified all Interested and Involved agencies of the amendments made to the Project, in support of re-issuing a Determination of Significance;

WHEREAS, pursuant to the SEQRA Regulations, the Town of Rotterdam Town Board, as Lead Agency, considered the significance of the potential environmental impacts of the amended Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, (b) examining the amended FEAF for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the FEAF and Part 3 Evaluation Document,

together with other available supporting information, to identify the relevant areas of environmental concern, and (c) thoroughly analyzing the identified 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 has amended Parts 1, 2, and 3 of the FEAF for the Project; as needed.

SECTION 2. The Town of Rotterdam Town Board has completed a review of the amended SEQRA FEAF documents and confirms that the Project remains a Type I Action and has been determined to not have any significant adverse impacts on the environment, as provided in the amended FEAF documents attached hereto and hereby made a part thereof.

SECTION 3. The Town of Rotterdam Town Board, Barton & Loguidice, and Town Counsel are hereby authorized to take all actions, serve all notices, and complete all documents in order to give full force and effect to this amended SEQRA process.

SECTION 4. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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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:	October 1, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Adoption of a SEQR Negative Declaration – Wastewater Treatment Plant Improvement Project
TOWN BOARD MEETING:	October 16, 2024
Background Information:	The Town of Rotterdam is proposing several improvements to the WWTP including rehabilitation of the primary clarifiers, belt filter press, and chlorine disinfection, installation of an intermediary pump station, and construction of a sequencing batch reactor to replace the trickling filters and rotating biological contactors. The proposed improvements are in response to recent SPDES permit violations and age-related deterioration of existing equipment. In addition, the existing plant is nearing capacity and is hindering redevelopment efforts as well as the ability to connect existing on-site systems. The proposed improvements will upgrade the capacity of the plant from 1.5 MGD to 1.8 MGD average daily flow. Proposed items include installation of two new thickened sludge pumps, two new tertiary disk filters, a new UV disinfection system, and the installation of a lime sludge stabilization system.
Evaluation/Analysis:	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.
Recommendation(s):	Town Board should consider adoption of a revised SEQR Negative Declaration for the Wastewater Treatment Plant Improvement Project.
Attachment/Document(s):	SEQR Full EAF Parts 1-3
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

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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 Wastewater Treatment Plant (WWTP) Improvements Project		
Project Location (describe, and attach a general location map): Town of Rotterdam WWTP, 26 W Campbell Road		
Brief Description of Proposed Action (include purpose or need): The Town of Rotterdam is proposing several improvements to the WWTP including rehabilitation of the primary clarifiers, belt filter press, and chlorine disinfection, installation of an intermediary pump station, and construction of a sequencing batch reactor to replace the trickling filters and rotating biological contactors. The proposed improvements are in response to recent SPDES permit violations and age-related deterioration of existing equipment. In addition, the existing plant is nearing capacity and is hindering redevelopment efforts as well as the ability to connect existing on-site systems. The proposed improvements will upgrade the capacity of the plant from 1.5 MGD to 1.8 MGD average daily flow. Proposed items include installation of two new thickened sludge pumps, two new tertiary disk filters, a new UV disinfection system, and the installation of a lime sludge stabilization system.		
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., Associate, Barton & Loguidice, D.P.C.	Telephone: 518-218-1801 E-Mail: jballard@bartonandloguidice.com	
Address: 10 Airline Drive		
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 2022
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 - design approval; NYSEFC - funding	Fall 2022 (funding); Fall 2024 (approvals)
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?
Heavy Industrial (I-2)

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?
South Schenectady Fire Department (Rotterdam Fire District #6)

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)?

b. a. Total acreage of the site of the proposed action? 10.6 acres
b. Total acreage to be physically disturbed? Approx. 2 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 10.6 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)? % 20% Units: treatment capacity (MGD)

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: 24 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 2 (new SBR basin and pump station)
ii. Dimensions (in feet) of largest proposed structure: 13' height; 100' width; and 140' length (new SBR basin)
iii. Approximate extent of building space to be heated or cooled: 600 square feet (new pump station)

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): _____

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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

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- 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 0.1 acres (impervious surface)

_____ Square feet or 10.6 acres (parcel size)

ii. Describe types of new point sources. No new point sources. Additional sheet flow runoff will be generated from the proposed new structures (net increase in impervious area of approximately 0.1 acres)

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)?

Existing roadside drainage, off-site surface water (Trib of Poentic Kill)

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7:00 AM to 5:00 PM
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 7:00 AM to 3:30 PM
- Saturday: 7:00 AM to 3:30 PM
- Sunday: 7:00 AM to 3:30 PM
- Holidays: 7:00 AM to 3:30 PM

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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:

During construction, some additional noise during excavation and concrete pouring will be generated. Existing vegetation and remove site will act to naturally buffer noise.

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

Describe: Existing berms and vegetation to remain.

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

If yes:

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction:
- Operation:

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

- Construction:
- Operation:

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

The project site is located on West Campbell Road between a gas station to the west and an apartment complex to the east. The area to the south of the project site is undeveloped, and across the street to the north is commercial/industrial.

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	5.0	5.1	+0.1
• Forested	1.2	1.2	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	4.4	4.3	-0.1
• 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: _____			

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): 0212022, 0311714, 0407048, 1410083, 1808307, 1900546, 1901341, 1905251

☐ 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):

0212022: unknown material & quantity; 0311714: 400,000 gal wastewater; 0407048: 100 gal petroleum; 1410083: diesel, unknown quantity; 1808307: 1,500 gal wastewater; 1900546: 2,000 gal raw sewage; 1901341: unknown material & quantity; 1905251: raw sewage, unknown quantity

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:

Colonie loamy fine sand	88.8 %
Fluvaquents, loamy	11.2 %
	%

d. What is the average depth to the water table on the project site? Average: >6 feet

e. Drainage status of project site soils:

☑	Well Drained:	88.8 % of site
☐	Moderately Well Drained:	% of site
☑	Poorly Drained	11.2 % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name NYSDEC Wetland S-118 Approximate Size 32.6
- Wetland No. (if regulated by DEC) S-118

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: _____

m. Identify the predominant wildlife species that occupy or use the project site:
Songbirds | Rodents | White-tailed deer

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):
Potential: NYS Endangered - Side-oats Grama (*Bouteloua curtipendula* var. *curtipendula*)

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

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

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 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, Collins Park, Central 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, 3, 4 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 October 1, 2024

Signature Peter Comenzo Title Senior Planner - Town of Rotterdam

PRINT FORM

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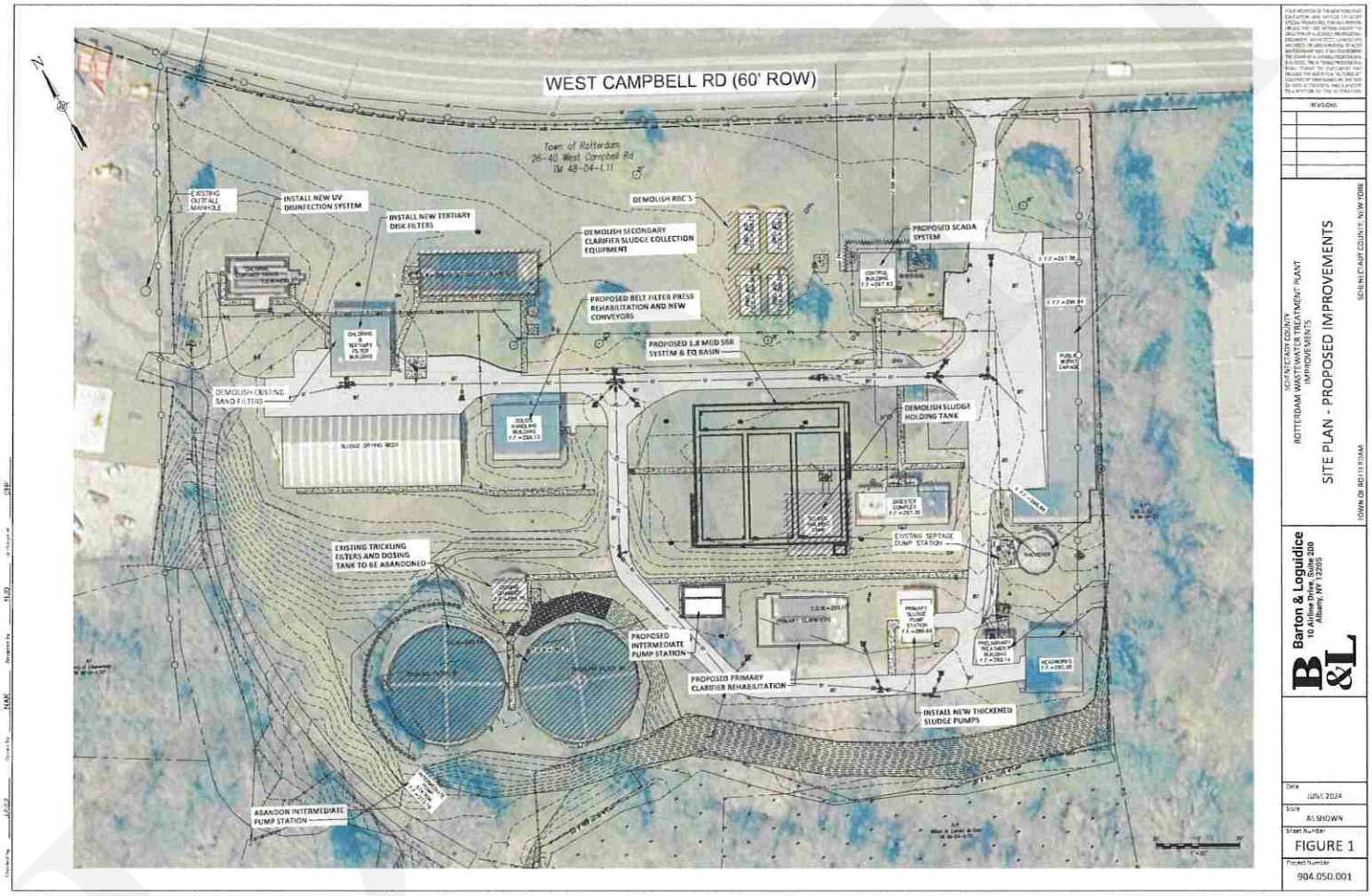
WEST CAMPBELL RD (60' ROW)
Town of Rotterdam
26-40 West Campbell Rd
TM 48-04-1.11
EXISTING OUTFALL MANHOLE
INSTALL NEW UV DISINFECTION SYSTEM
INSTALL NEW TERTIARY DISK FILTERS
DEMOLISH RBC'S
DEMOLISH SECONDARY CLARIFIER SLUDGE COLLECTION EQUIPMENT
PROPOSED SCADA SYSTEM
PROPOSED BELT FILTER PRESS REHABILITATION AND NEW CONVEYORS
PROPOSED 1.8 MGD SBR SYSTEM & EQ BASIN
DEMOLISH EXISTING SAND FILTERS
SLUDGE DRYING BED
DEMOLISH SLUDGE HOLDING TANK
EXISTING SEPTAGE DUMP STATION
EXISTING TRICKLING FILTERS AND DOSING TANK TO BE ABANDONED
PROPOSED INTERMEDIATE PUMP STATION
PROPOSED PRIMARY CLARIFIER REHABILITATION
INSTALL NEW THICKENED SLUDGE PUMPS
ABANDON INTERMEDIATE PUMP STATION
SCHENECTADY COUNTY
ROTTERDAM WASTEWATER TREATMENT PLANT IMPROVEMENTS
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM
SITE PLAN - PROPOSED IMPROVEMENTS
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
JUNE 2024
AS SHOWN
FIGURE 1
904.050.001

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

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

Tips for completing Part 2:

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

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

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

2. Impact on Geological Features

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

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

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

3. Impacts on Surface Water

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

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

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

l. Other impacts: _____		☐	☐

4. Impact on groundwater

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

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

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

5. Impact on Flooding

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

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

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

g. Other impacts: _____		☐	☐

6. Impacts on Air

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

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

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

7. Impact on Plants and Animals

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

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

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

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

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
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.	E1 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: _____		☐	☐

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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.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 12.

	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)

☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", go to Section 13.

	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: _____			

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17. Consistency with Community Plans

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

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

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

18. Consistency with Community Character

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

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

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

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Agency Use Only [If Applicable]

Project :

Date :

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Impact on Land

1.e: The proposed project will predominantly be constructed at the Town's existing wastewater treatment plant. The different phases of the project will affect different sections of the WWTP and the Town's sewer collection system. The total area that will disturbed at any one time is expected to be small. Appropriate measures will be taken to preserve land and reduce disturbance to residents.

Impact of Surface Water

3.d: The project site is partially within a state regulated wetland buffer due to wetlands present on an adjacent property. All necessary measures will be taken to prevent disturbance to said wetland and protected adjacent area. Erosion control measures (silt fences etc.) will be employed during construction to control erosion and sediment migration.

Impact on Noise, Odor, and Light

15.a: During construction, noise above ambient levels will occur. However, this will be a temporary impact and limited to the hours of 7a-5p on weekdays - during active construction.

15.c: Some residual odors may occur during the treatment of wastewater at this site. The proposed actions are not expected to increase odors above current levels. The current use of the parcel is not proposed to change.

The project scope was amended in September 2024. The previously reviewed project scope included rehabilitation of multiple components at the Town's Wastewater Treatment Plant (WWTP) to increase its treatment capacity, installation of a new disc filter to replace the existing tertiary sand filters, manhole rehabilitation, and replacement of the Town's existing trunk sewer. Construction of a sequencing batch reactor to replace the existing trickling filters and rotating biological contactors was also proposed.The project now additionally includes the installation of two new thickened sludge pumps, two new tertiary disk filters, a new UV disinfection system, and a lime sludge handling building are now proposed. Rehabilitation of the C12 disinfection system, trunk sewer rehabilitation, and sanitary sewer rehabilitation have been removed from the project scope. Involved and interested agencies were notified of the amended project scope on September 18, 2024. The changes did not result in any modifications to Part 2 of the FEAF. No new small or moderate to large impacts were identified beyond those described in the Town's 2022 SEQR review.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

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

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

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the 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: Town of Rotterdam Wastewater Treatment Plant Improvements Project

Name of Lead Agency: Town of Rotterdam Town Board

Name of Responsible Officer in Lead Agency: Peter Comenzo

Title of Responsible Officer: Senior Planner

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Peter Comenzo Date: October 1, 2024

For Further Information:

Contact Person: Peter Comenzo

Address: 1100 Sunrise Boulevard, Rotterdam, NY 12306

Telephone Number: (518) 355-7575 ext. 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

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RESOLUTION NO.

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5, PHASES 3, 4 AND 5

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 KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Leak Detection Survey for Water District No. 5, Phase 3, 4 and 5, in an amount not to exceed thirty-one thousand six hundred seventy and 00/100 ($31,670.00) dollars.

SECTION 2. This resolution shall become effective October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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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:	October 2, 2024
TO:	Town Board
FROM:	Mollie Collins, Supervisor
TITLE OF REQUEST:	Negotiate and execute an agreement with Prime AE/KB Engineering & Architecture P.C. for professional engineering services related to the leak detection survey for Water District #5 Phases 3, 4 & 5.
TOWN BOARD MEETING:	October 9, 2024
Background Information:	KB Engineering & Architecture, P.C. submitted a proposal for leak detection in Water Districts #5, Phase 3, 4 & 5 that will include up to 62 additional miles of pipe total.
Evaluation/Analysis:	Expanding the area within Water District #5 will enable us to continue our leak detection survey as required by the Department of Environmental Conservation.
Recommendation(s):	Authorize the supervisor to execute the agreement with Prime AE/KB Engineering & Architecture P.C. for the expansion of leak detection within Water District #5.
Attachment/Document(s):	Agreement
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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KB Engineering & Architecture, P.C.

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

September 20, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
WD#5 Leak Detection Survey Phases 3-5
Proposal for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Proposal to provide Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5. These portions are referred to as Phases 3, 4, and 5 as per the attached map and will include up to 62 miles of pipe total. We propose the following scope of engineering services:

A. Base Services

Task 1: Design Phase

1. KB will prepare a Bid Package containing plans and specifications for the Leak Detection Survey to be performed by a contractor hired by the Town. KB has already performed a field survey to gather the location and GPS coordinates of the existing water valves and the existing fire hydrants in Phases 3, 4, & 5 (62 miles of pipe total). This GPS data will be utilized to develop the shape files necessary for the Water Leak Detection Contractor to perform their work accurately and efficiently.

Task 2: Bid Phase

1. KB will assist the Town with bidding the project, issue any necessary addendums, and make a recommendation of award.

Task 3: Contract Administration/Construction Inspection

1. KB will coordinate the required contract documents, the notice of award, notice to proceed, preconstruction meeting, applications for payment, and closeout paperwork with the Town & contractor.
2. KB will coordinate the Leak Detection Survey with the contractor and Town Water Department personnel.
3. KB will locate, catalogue and evaluate the issues found during the survey. We have included a field person to be on site full time during the investigation and obtain GPS locations of the problem areas.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$31,670.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the contractor. KB will review the selected contractor's schedule with the Town to determine if additional field representative time is warranted above the estimated 104 hours estimated in this proposal.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Engineering & Architecture, P.C.

Jeffrey D. Trzeciak, P.E.
Senior Project Manager II

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.:
Mollie Collins, Supervisor	Kumar Buvanendaran, P.E. – President & CEO
DATE:	DATE: 9/20/2024

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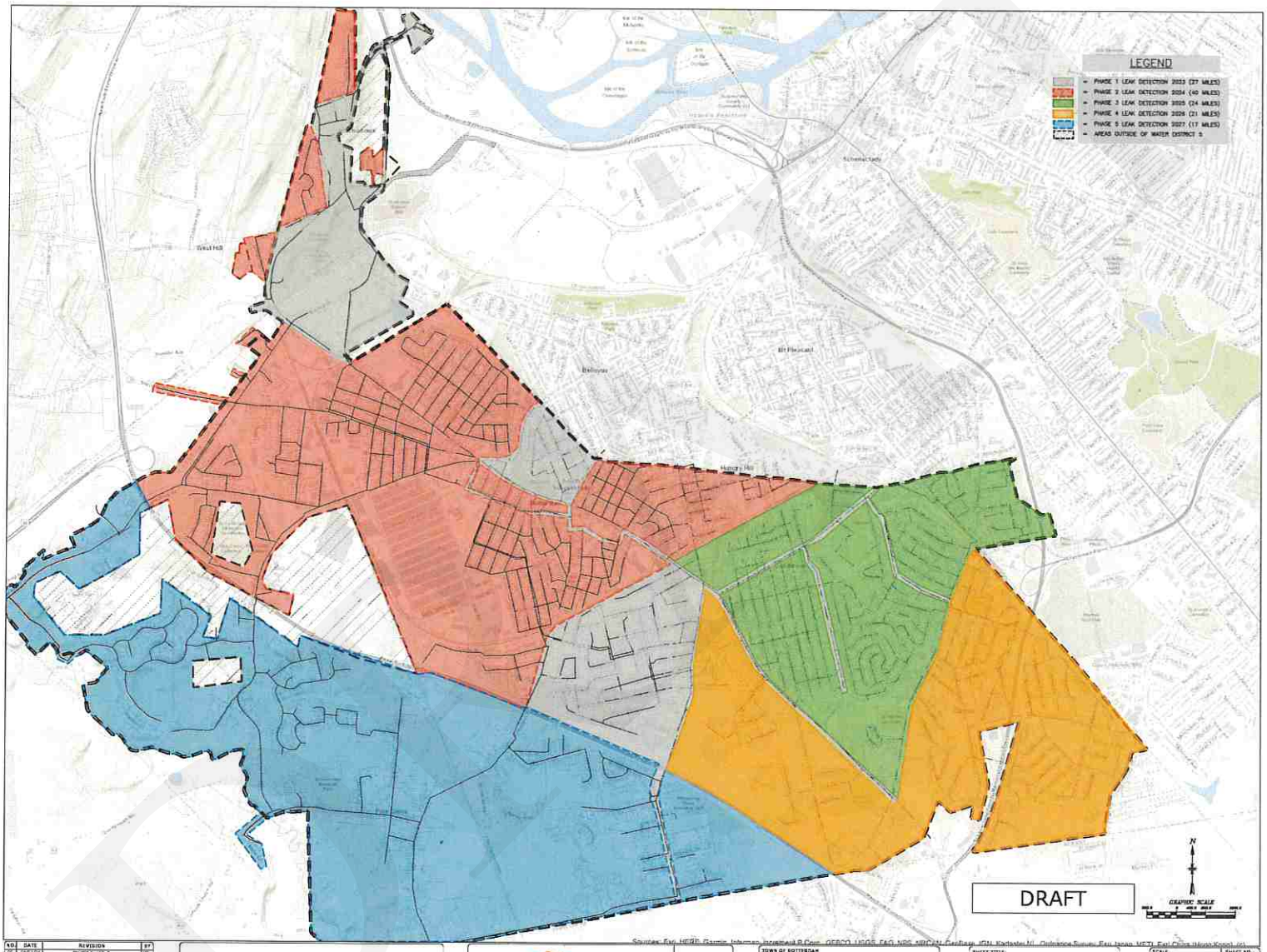
LEGEND
PHASE 1 LEAK DETECTION 2023 (27 MILES)
PHASE 2 LEAK DETECTION 2024 (40 MILES)
PHASE 3 LEAK DETECTION 2025 (24 MILES)
PHASE 4 LEAK DETECTION 2026 (21 MILES)
PHASE 5 LEAK DETECTION 2027 (17 MILES)
AREAS OUTSIDE OF WATER DISTRICT 5
DRAFT
N
GRAPHIC SCALE
NO. DATE REVISION BY
PRIME AE
TOWN OF ROTTERDAM
SCHENECTADY COUNTY
WATER SYSTEM LEAK DETECTION
SHEET TITLE:
WD #5
PHASING MAP
SCALE:
AS SHOWN
TITLE NO.:
240610-0008
DATE:
APRIL 2024
SHEET NO.:
1

1. **General**. These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care**. SUBCONSULTANT's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT's cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance**. SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule**. Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation**. (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. **Changes**. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. **Insurance**. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. *(a) Workers' Compensation*, Disability Benefit, and Employer's Liability Insurance in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. *(b) Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of- way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. *(c) Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than $1,000,000 per accident combined single limit, $1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. *(d) Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of $2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than $1,000,000 per incident, $1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than $1,000,000 per claim, $2,000,000 aggregate.

8. **Certificates of Insurance (COI).** *(a) General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number.to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. *(b) Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. **Insurance Miscellaneous.** *(a) Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies. *(b) Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. *(c) Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. *(d) Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. *(e) Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. *(f) Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTs to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. **Indemnity.** (a) ***With respect to non-professional services (General Liability Insurance)***, SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) ***With respect to professional services (Professional Liability Insurance)***, SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. **Assignment / Subcontracts**. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. **Termination / Survival**. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/.or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. **Use of Documents / Confidentiality / Ownership**. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTs will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB' prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. **Governing Law/ Severability and Waiver.** Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. **Non-Solicitation.** During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly, solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. **Dispute Resolution.** Except for SUBCONSULTANT's breach of Section 16 of this Agreement, if a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, the parties agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

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, June 12, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 242.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH PRIME AE/KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5

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 negotiate and execute Amendment No.1 to an existing agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Leak Detection Survey for Water District No. 5, in an amount not to exceed twenty three thousand seven hundred and 00/100 ($23,700.00) dollars, for a new total agreement amount not to exceed eight one thousand five hundred fifty and 00/100 ($81,550.00) dollars.

SECTION 2. This resolution shall become effective June 12, 2024.

DATED: June 12, 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 Meeting of the Town of Rotterdam on June 12, 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 June 17, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

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: June 3, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Negotiate and execute Amendment #1 to the existing agreement with Prime AE/KB Engineering & Architecture P. C. for professional engineering services related to the leak detection survey for Water District #5.

TOWN BOARD MEETING: June 12, 2024

Background Information: The town has contracted with KB Engineering & Architecture, P.C. for leak detection in Water Districts #3, #4 and #5. The town wishes to continue leak detection in Water District #5 and increase the areas not previously covered in the former contract.

Evaluation/Analysis: Expanding the area within Water District #5 will enable us to continue our leak detection survey as required by the Department of Environmental Conservation.

Recommendation(s): Authorize the supervisor to execute Amendment #1 to the existing agreement with Prime AE/KB Engineering & Architecture P.C. for the expansion of leak detection within Water District #5.

Attachment/Document(s): Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

DRAFT

KB Engineering & Architecture, P.C.

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

May 15, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
WD#5 Leak Detection Survey
Proposed Amendment #1 for Engineering Services

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Amendment #1 to provide additional Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5 noted as Phases 3, 4 & 5 on the attached map. These areas include up to 62 miles of additional pipe. We propose the following scope of engineering services:

A. Base Services

Task 1: Field Survey

1. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 24 miles of pipe for **Phase 3**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 48 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
2. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 21 miles of pipe for **Phase 4**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 44 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
3. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 17 miles of pipe for **Phase 5**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 40 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed the figures shown in the table below, to be billed monthly on a percentage complete basis. Please place an "X" and initial next to each Project Area fee that you would like to include in the scope of work and enter the sum on the following line: Agreed Upon Contract Fee: $_____.

DRAFT

Project Area	Est. Pipe Length, miles	Engineering Fee	Selected Project Area
Phase 3	24	$9,000.00	
Phase 4	21	$7,600.00	
Phase 5	17	$7,100.00	
Total	62	$23,700.00	

C. Exceptions and Limitations:

1. No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the Town.
2. This amendment is for field services and coordination, no plans or specifications will be prepared for bidding the leak detection of the areas. We can provide a separate Amendment for that work when requested by the Town.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Amendment #1 shall be performed in accordance with KB's Standard Terms and Conditions, which will remain in full force and effect from our original contract.

If you agree with this Proposal, please return an executed copy of this Amendment #1. If you have any questions, please feel free to contact me.

Sincerely,

Douglas P. Cole

Douglas P. Cole, P.E.
Senior Director of Engineering

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie A. Collins

Mollie Collins, Supervisor

DATE: 6/17/2024

AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.:

Kumar Buvanendaran, P.E. – President & CEO

DATE: 5/15/2024

DRAFT

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, March 27, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 155.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5

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 an agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Leak Detection Survey for Water District No. 5, in the amount not to exceed fifty-seven thousand eight hundred fifty and 00/100 ($57,850.00) dollars.

SECTION 4. This resolution shall become effective March 27, 2024.

DATED: March 27, 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 March 27, 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 April 1,2024.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady, County NY

DRAFT

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:	March 22, 2024
TO:	Town Board
FROM:	Jack Dodson
TITLE OF REQUEST:	Prime AE – Leak Detection Survey – WD No. 5
TOWN BOARD MEETING:	March 27, 2024
Background Information:	The Town's NYSDEC water withdrawal permit requires the town perform leak detection surveys for the water system.
Evaluation/Analysis:	Perform a leak detection survey on 40 miles of piping in WD No. 5 including GPS location of water valves and hydrants to provide a shape file to the leak detection contractor.
Recommendation(s):	Retain Prime AE to prepare a leak detection bid package to retain a contractor to perform a leak detection survey for 40 miles of pipe in WD No. 5.
Attachment/Document(s):	Agreement dated March 13, 2024.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

PRIME AE

Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

March 13, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
WD#5 Leak Detection Survey
Proposal for Engineering Services

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this Proposal to provide Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5. These portions will include up to 40 miles of pipe. We propose the following scope of engineering services:

A. Base Services

Task 1: Field Survey/Design Phase

1. PRIME AE will discuss the exact location of the proposed 40 miles of pipe to leak detect with Town representatives, review existing mapping in our files, and additional mapping as provided by the Town.
2. PRIME AE will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 40 miles of pipe. This GPS data will be utilized to develop the shape files necessary for the Water Leak Detection Contractor to perform their work accurately and efficiently. We have included 180 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
3. PRIME AE will prepare a Bid Package containing plans and specifications for the Leak Detection Survey to be performed by a contractor hired by the Town.

Task 2: Bid Phase

1. PRIME AE will assist the Town with bidding the project and make a recommendation of award.

Task 3: Contract Administration

1. PRIME AE will coordinate the Leak Detection Survey with the Contractor and Town Water Department personnel.
2. PRIME AE will locate, catalogue and evaluate the issues found during the survey. We have included a field person to be on site full time during the investigation and obtain GPS locations of the problem areas.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed $57,850.00, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the contractor. PRIME AE will review the selected contractor's schedule with the Town to determine if additional field representative time is warranted above the estimated time in this proposal.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:
Mollie Collins, Supervisor	Douglas P. Cole, P.E. – Senior Director of Engineering
DATE: 4/2/2024	DATE: 3/11/2024

DRAFT

RESOLUTION NO. 394.24

TO NEGOTIATE AND EXECUTE AMENDMENT NO. 3 TO AN EXISTING AGREEMENT WITH KB ENGINEERING & ARCHITECTURE P.C./PRIME AE FOR THE SEWER DISTRICT NO 2. EXTENSION NO. 16 BURDECK STREET MAP PLAN AND REPORT

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. 3, to an existing agreement with KB Engineering & Architecture P.C./Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, for professional engineering services for the Sewer District No. 2 Extension No. 16 - Burdeck Street Map, Plan, & Report, in the amount not to exceed twelve thousand six hundred forty-five and 00/100 ($12,645.00) dollars.

SECTION 2. This resolution shall become effective October 9, 2024

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	October 2, 2024
TO:	Town Board
FROM:	Mollie Collins, Supervisor
TITLE OF REQUEST:	Burdeck Street Sewer District Sewer Extension-Proposal for Engineering Services Agreement Amendment #3.
TOWN BOARD MEETING:	October 9, 2024
Background Information:	KB Engineering & Architecture P.C. has submitted an amendment to their original proposal to provide additional Professional Engineering Services for the formation of the Burdeck Street Extension, related to updating and amending Phase #1 and Phase #2 only of the previous completed MPR.
Evaluation/Analysis:	KB Engineering will update and amend Phase #1 and Phase #2 only of the Sewer District No. 2 Extension#16 Burdeck Street map, plan, & report, update the legal description and boundary map to match the September 2021 version, update and list all Equivalent Dwelling Unit figures, update the projected flow numbers for the Wastewater Treatment Plant reserve capacity needed, update the costs and incorporate the proposed condominium development presented by The BDC Group along Cimino Lane.
Recommendation(s):	Authorize the Supervisor to enter into agreement with KB Group of NY, Inc. for an amount not to exceed $12,645.00
Attachment/Document(s):	KB Engineering proposal dated September 20, 2024
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

KB Engineering & Architecture, P.C.

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

September 20, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Sewer District No. 2 Extension #16 Burdeck Street Map, Plan, & Report Amendment
Proposal for Engineering Services Rev1

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Proposal to provide Professional Engineering Services related to updating and amending Phase #1 and Phase #2 only of the previously completed map, plan, & report for the Town of Rotterdam Sewer District No. 2 Extension #16 Burdeck Street. We propose the following scope of engineering services:

A. Base Services

1. KB will update and amend Phase #1 and Phase #2 only of the Sewer District No. 2 Extension #16 Burdeck Street map, plan, & report completed by PRIME AE Group of NY dated October 2019.
2. KB will update the Phase #1 and Phase #2 legal description and boundary map to match the September 2021 version that includes Pede Brothers parcel and other parcels that were added.
3. KB will update and list all Equivalent Dwelling Unit figures for Phase #1 and Phase #2 only.
4. KB will update the projected flow numbers for the Wastewater Treatment Plant reserve capacity needed for Phase #1 and Phase #2 only.
5. KB will update the costs to the current 2024 dollars for Phase #1 and Phase #2 only.
6. KB will incorporate the proposed condominium development presented by The BDC Group along Cimino Lane.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$12,645.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: None.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Engineering & Architecture, P.C.

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:	AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.:
Mollie Collins, Supervisor	Kumar Buvanendaran, P.E. – President & CEO
DATE:	DATE: 9/20/2024

DRAFT

1. **General**. These Standard SUBCONSULTANT Terms & Conditions, together with the Subconsultant Agreement, and its exhibits, constitute the full and complete Agreement between KB Engineering & Architecture, PC ("KB") and the entity or person identified as the SUBCONSULTANT in the Subconsultant Agreement. KB hereby gives notice that it objects to and expressly rejects the inclusion of any additional or different terms proposed by SUBCONSULTANT, and any reference to SUBCONSULTANT'S proposal is solely for the purpose of incorporating the description and specifications of any goods, materials or services contained therein. SUBCONSULTANT shall diligently perform all services, furnish all labor and materials and perform all tasks necessary to produce all of the deliverables required and perform all of the Services reasonably implied, incidental or inferred under the terms of this Agreement, its Exhibits, as well as all other documents attached to or incorporated by reference as forming a part of this Agreement ("Services"). The SUBCONSULTANT is not entitled to request a change order if the changes do not "materially" increase the Scope of Work. SUBCONSULTANT, its employees, and its agents are not the agents, representatives, or employees of KB, and SUBCONSULTANT is and shall be an independent contractor with regard to the Services. KB and the SUBCONSULTANT may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party".

2. **Standard of Care**. SUBCONSULTANT's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. SUBCONSULTANT agrees to promptly reperform, repair or replace, at KB's option and at SUBCONSULTANT's cost and expense, any Services which fail to conform to such requirements or in the event such a degree of skill and care is not exercised.

3. **Compliance**. SUBCONSULTANT shall comply with all applicable laws and regulations of any governmental agency having jurisdiction (including any requirement to obtain and maintain any permits, licenses, or approvals) to complete the Services. SUBCONSULTANT certifies compliance with all applicable federal, provincial, state, local, occupational, health and safety, labor, and other anti-discrimination laws, the standards and regulations issued thereunder, and the amendments thereto. The SUBCONSULTANT represents it shall comply, to the extent applicable, with all applicable provisions of the standards and regulations issued thereunder. Such rules and regulations are incorporated herein by reference with the same force and effect as if set forth herein verbatim. Furthermore, SUBCONSULTANT shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741 (a), regulations that prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status, and requires affirmative action by covered prime contractors and subconsultants to employ and advance in employment qualified individuals with disabilities and protected veterans.

4. **Schedule**. Time is of the essence in the performance of the obligations created by this Agreement if required by the Prime Contract between KB and KB's Client. Otherwise, SUBCONSULTANT agrees to commence and complete the Services in accordance with any schedule incorporated into this Agreement, or any schedule submitted by SUBCONSULTANT and otherwise accepted in writing by KB; and with respect to any changes, out of scope or additional Services, SUBCONSULTANT shall expeditiously perform such Services according to any schedule therefore agreed to by the parties. In addition, no Services shall be delayed and SUBCONSULTANT shall be required to proceed diligently with the performance of the Services under this Agreement during all disputes pending final resolution for any request for relief, claim, appeal or action arising under this Agreement.

5. **Compensation**. (a) SUBCONSULTANT may invoice KB after it has completed the Services, or portions thereof, and any required corrections to the satisfaction of KB, and delivered in accordance with the terms of this Agreement all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required hereunder, certificates of inspection, marked-up record documents, required itemizations and other documents required for progress payments. INVOICES MUST BE SUBMITTED TO SUBINVOICES@PRIMEENG.COM. INVOICES SUBMITTED TO KB SHALL INCLUDE A VALID, CURRENT COPY OF THE CERTIFICATE OF INSURANCE REQUIRED UNDER THIS AGREEMENT (IF NOT PREVIOUSLY PROVIDED DURING THE CURRENT YEAR). (b) KB agrees to

pay SUBCONSULTANT within thirty (30) days of KB's receipt of payment from Client for SUBCONSULTANT's satisfactory Services which has been accepted by the Client. SUBCONSULTANT expressly agrees that it shall be a condition to any payment that KB shall have received payment from the Client for such Services of the SUBCONSULTANT, and that such payment by the Client shall be a condition precedent to KB's obligations hereunder, and that KB shall have no obligation to SUBCONSULTANT unless payment for such Services is made to KB by the Client. However, in the event KB's Client disputes or otherwise withholds a payment to KB, which payment includes some non-disputed portion due SUBCONSULTANT, KB will make all reasonable efforts to secure release of non-disputed portion of payment from its Client. (c) SUBCONSULTANT warrants that title to and ownership of the Services shall transfer to KB free and clear of all liens or rights of liens. No payment shall be made to SUBCONSULTANT without a duly executed Agreement and a valid, current Certificate of Insurance in compliance with this Agreement. Payments made to the SUBCONSULTANT will include compensation for all applicable sales, use, gross receipts, or excises taxes. (d) In recognition that KB's Client requires the prompt submission of invoices for payment, the parties agree that all invoices must be submitted by SUBCONSULTANT to KB within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first. SUBCONSULTANT waives its right to receive payment on all invoices which are not submitted within that time. KB may set-off or counterclaim against amounts payable to SUBCONSULTANT, or asserted to be payable to SUBCONSULTANT, under this or any other contract, any claim KB may have against SUBCONSULTANT, including any failure to comply with any terms herein.

6. **Changes**. No changes to this Agreement and no extra charges will be allowed unless a duly authorized representative of KB specifically agrees to them in writing. As a condition precedent to SUBCONSULTANT's recovery on any claim for an increase in the cost of the Services or for an extension of time to complete the Services (a "Claim"), SUBCONSULTANT shall, immediately after the occurrence of the event which SUBCONSULTANT believes may give rise to a Claim, give KB written notice of the claim, which notice shall contain a verified statement that supports the claim and details the estimated change in the Subcontract cost and the time to complete the Services. SUBCONSULTANT's failure to provide notice as required by this paragraph shall be a waiver of SUBCONSULTANT's right to recovery under the Agreement and on a Claim. In no event shall SUBCONSULTANT be entitled to compensation for changes which are not reimbursable to KB by its Client. Any determination by KB or Client regarding same shall be binding upon SUBCONSULTANT.

7. **Insurance**. SUBCONSULTANT shall provide and maintain during the term of this Agreement and for three (3) years after completion of Services, at SUBCONSULTANT's expense, the minimum limits of insurance described below. SUBCONSULTANT's failure to procure the required types and limits of insurance as set forth herein, shall not relieve SUBCONSULTANT of its indemnification obligations hereunder. *(a) Workers' Compensation*, Disability Benefit, and Employer's Liability Insurance in at least the minimum amounts required by and in compliance with the laws of the State(s) where the Services is to be performed. *(b) Commercial General Liability Insurance*, including contractual liability, completed operations, hazards and explosion, collapse, and underground hazard coverage, with a limit of not less than $1,000,000 per occurrence, $2,000,000 aggregate. All such insurance policies shall provide (unless by specific statute applicable thereto it is otherwise provided) coverage for: (i) damage to above-ground or underground property; (ii) collapse of structures; (iii) damage resulting from explosion or blasting; (iv) damages or losses arising out of liabilities assumed, except infringement, under the indemnity provision of this Agreement; and (v) damage to completed operations. If the Services to be performed is within or near a railroad right-of- way and other railroad facilities, SUBCONSULTANT's insurance shall not include any exclusions of coverage for any claims or liabilities associated with Services, occurrences or incidents occurring within 50 feet of railroad right-of-way and other railroad facilities. *(c) Automobile Liability Insurance* covering owned, non-owned, and hired vehicles used by SUBCONSULTANT in connection with the Services with a limit of not less than $1,000,000 per accident combined single limit, $1,000,000 aggregate. If/when transporting waste motor carrier endorsement form MCS-90 will be required. *(d) Following form Excess Umbrella Liability Insurance* extending coverage under SUBCONSULTANT's comprehensive general, automobile and Employer's Liability insurance policies with a limit of $2,000,000

per occurrence and in the aggregate. (e) If the Services involves the handling, transportation or use of chemicals or contaminants or Services areas containing pollutants or hazardous materials, Pollution Liability with a limit of not less than $1,000,000 per incident, $1,000,000 aggregate to coverage damage or losses relating to environmental impairment as may have been caused by the SUBCONSULTANT. (f) For professional services, including but not limited to engineering, architectural, laboratory analysis and/or surveying services, are part of the Work, *Professional Liability (Errors and Omissions) Insurance* with a limit of not less than $1,000,000 per claim, $2,000,000 aggregate.

8. **Certificates of Insurance (COI)**. *(a) General Information.* SUBCONSULTANT's proof of coverage shall be in the form of a duly executed and properly endorsed insurance certificate from an insurance carrier licensed to transact insurance business in the state in which the Services is to be performed. Each certificate shall certify that all the required insurance, in Section 7, has been effected and that the SUBCONSULTANT is covered thereby. SUBCONSULTANT shall provide KB with the certificate of insurance (COI) indicating that the minimum types and limits of insurance have been procured by SUBCONSULTANT prior to final execution of this Agreement and include said COI as an exhibit to the Agreement. All certificates must contain the applicable KB project manager contact name (first and last name), project name and project number.to ensure timely payment. Refer to the Subconsultant Agreement for project manager, project name and project number. *(b) Additional Insureds.* SUBCONSULTANT agrees to name "KB Engineering & Architecture, PC, its Client, and their respective affiliates, directors, officers, employees, and agents" as additional insured as their interests may apply on all policies as required by Section 7 (with the exception of the Workers' Compensation, Employer's Liability, and any Professional Liability Policy). SUBCONSULTANT shall provide this specific language endorsement on the Certificate of Insurance under the additional insured section of the COI.

9. **Insurance Miscellaneous**. *(a) Waiver of Subrogation.* SUBCONSULTANT shall cause the underwriters of each of the insurance coverage required above waive all rights of subrogation against "KB Engineering & Architecture, PC, its Client and their affiliates, directors, officers, employees, and agents" where allowed by law under each of the foregoing policies. *(b) Thirty (30) Day Cancellation Notice.* SUBCONSULTANT shall provide KB and Client with a minimum of thirty (30) days written notice prior to the effective date of cancellation of, or diminution in the coverage provided by, all such policies. *(c) Insurance Policies.* Upon request SUBCONSULTANT shall provide KB with certified copies of its insurance policies. *(d) Claims or losses or potential losses.* SUBCONSULTANT agrees to promptly notify KB of any claims or losses or potential claims or losses resulting from or arising out of SUBCONSULTANT's performance of the Services and shall, within three (3) days of occurrence, provide KB with copies of SUBCONSULTANT's correspondence pertaining to the incident, including any and all SUBCONSULTANT accident reports. *(e) Primary and non-contributory.* Any coverage provided KB by SUBCONSULTANT'S insurance under this Agreement is primary insurance and shall not be considered contributory insurance with any insurance policies of KB, its members, subsidiaries, and affiliated companies. *(f) Incident Notices.* Whenever an employee of SUBCONSULTANT suffers an occupational injury or disease as a result of the Services and such injury or disease is required by the Workman's Compensation or Occupational Disease Laws to be reported to the proper authorities, SUBCONSULTANT shall promptly furnish a copy of such report to KB. SUBCONSULTANT also shall require all SUBCONSULTANTs to furnish copies of such reports to KB in connection with occupational injuries or diseases sustained by their employees.

10. **Indemnity**. (a) ***With respect to non-professional services (General Liability Insurance)***, SUBCONSULTANT agrees to indemnify, defend and hold KB and Client and their respective owners, partners, directors, officers and employees harmless from all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death, including claims of SUBCONSULTANT's employees, to the extent caused by the act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. (b) ***With respect to professional services (Professional Liability Insurance)***, SUBCONSULTANT agrees to indemnify and hold the KB and Client and their respective owners, partners, directors, officers and employees ("Indemnitees") harmless from judgments and liabilities, including property damage and bodily

injury or death ("Damages"), including claims of SUBCONSULTANT's employees, to the proportionate extent caused by the negligent act, error, omission, breach of contract, recklessness, wrongful acts, intentional misconduct, willful misconduct and gross negligence of or by SUBCONSULTANT, or its subconsultants, in providing the Services hereunder. SUBCONSULTANT's defense obligations hereunder, including any actual or implied up-front duty to defend, with respect to professional negligence-based claims shall mean the reimbursement of reasonable attorneys' fees incurred by Indemnitees to the proportionate extent such Damages are caused by SUBCONSULTANT's negligence as proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

11. **Assignment / Subcontracts**. SUBCONSULTANT shall not assign any proceeds or subcontract any of the Services to be performed hereunder without the express written consent of KB. SUBCONSULTANT will be fully responsible to KB for the acts and omissions of its lower-tier subconsultants and of persons either directly or indirectly employed by all SUBCONSULTANT's lower-tier subconsultants.

12. **Termination / Survival**. KB may terminate this Agreement with or without cause upon delivery of written notice to SUBCONSULTANT. In the event KB shall terminate without cause, KB shall be liable to SUBCONSULTANT in accordance with the terms of this Agreement, inclusive of the limitations set forth in the contract between KB and its Client, for any outstanding amount owing to SUBCONSULTANT for Services provided to KB's satisfaction through the effective date of termination. All express representations, confidentiality obligations, waivers, and the indemnifications included in this Agreement will survive its completion or termination for any reason. If this Agreement is terminated for cause, KB may procure, upon such terms as it shall deem appropriate, supplies or services like those so terminated. SUBCONSULTANT shall continue performance under this Agreement to the extent not terminated and shall be liable to KB for any excess cost for such similar supplies or services, and for any other costs, expenses, or liabilities incurred by KB and/.or its Client(s) as a result of SUBCONSULTANT's default. KB reserves the right to offset any such costs, expenses, or liabilities against monies due to SUBCONSULTANT under this or any other AGREEMENT. In the event the amount of damage exceeds the balance due to SUBCONSULTANT, SUBCONSULTANT shall pay to KB the amount of such excess. The rights and remedies of KB set forth in this Paragraph shall not be exclusive and are in addition to all other rights and remedies of KB.

13. **Use of Documents / Confidentiality / Ownership**. SUBCONSULTANT shall maintain complete and accurate working files and/or documentation of the Services, including new data, calculations, estimates, assumptions, logs, maps, drawings, plans, specifications, diaries, interpretations, notes and calibrations, for a period of ten (10) years following final payment under this Agreement or until final conclusion of any litigation or administrative proceeding arising under or materially concerning this Agreement or the Services, and shall provide KB unrestricted access to such items and dispose of them only as directed by KB. All documents provided by SUBCONSULTANT pursuant to this Agreement are instruments of service of SUBCONSULTANT, and SUBCONSULTANT shall retain an ownership and property interest therein (including the right of reuse) until KB has made payment to SUBCONSULTANT for such documents pursuant to this Agreement. Notwithstanding the foregoing, upon termination of this Agreement or at an earlier time if KB requests, SUBCONSULTANT will deliver to KB any data, materials or information received or generated in the performance of this Agreement. Except to the extent required by law or government order, or as expressly permitted by the prior written consent of KB, SUBCONSULTANT agrees not to disclose any third party data, information, or documentation obtained, created, compiled, or prepared (in whatever form) by SUBCONSULTANT in connection with the performance of Services under this Agreement or any Services Authorization issued hereunder. SUBCONSULTANT and its SUBCONSULTANTs will not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the purchase price without KB's prior written approval. SUBCONSULTANT agrees to indemnify KB against any cost or expense incurred in connection with the payment of such license, fee or royalty in the event that KB' prior approval is not obtained and SUBCONSULTANT shall defend any suit or proceeding brought against KB based on a claim that

any item or part of an item furnished under this Agreement constitutes an infringement of any patent, trademark, service mark, or copyright, and shall pay all damages and costs awarded against KB or required to be paid in settlement of the claim. If the use of an item or part of an item is enjoined, SUBCONSULTANT shall at its own expense either procure for KB the right to continue using the item or part or replace it with a non-infringing item or part or modify the item or part so that it becomes non-infringing.

14. **Governing Law/ Severability and Waiver**. Governing law shall be as set forth in the prime contract between KB and its Client. In the absence of such provision, the laws of the State in which the Site is located shall govern this Agreement and the legal relations of the parties. No waiver of the terms, conditions, or covenants of this Agreement shall be binding and effective unless the same shall be in writing, signed by both parties. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written, or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by KB and SUBCONSULTANT. No other waiver, alteration, or modification of any provision in this Agreement will be binding on either party. Any course of prior dealings or usage of the trade not expressly incorporated in this Agreement shall not be binding on either party. The parties represent and warrant that each has had the opportunity to review and negotiate the terms of this Agreement, with the benefit of counsel if desired, and agree that any ambiguity shall not be construed against the drafter.

16. **Non-Solicitation**. During the period commencing on the Effective Date of the Agreement and ending one year following the termination of Agreement, for whatever cause, neither party shall, without the other party's prior written consent, directly or indirectly, solicit or encourage any person to leave the employment or other service of the other party or its affiliates. During the period commencing on the date hereof through and ending one year following the termination of this Agreement, for whatever cause, neither party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other party or its affiliates with a tenant, co-investor, co-developer, joint venturer or other customer of the other party or its affiliates.

17. **Dispute Resolution**. Except for SUBCONSULTANT's breach of Section 16 of this Agreement, if a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, the parties agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in its costs, and that neither party will commence a civil action until after the completion of the initial mediation session.

RESOLUTION NO. 123.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 23, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE A MODIFICATION OF PROFESSIONAL SERVICES FOR BURDECK STREET SEWER DISTRICT EXTENSION

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU**, 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 sign an agreement with KB Group of NY, Inc. not to exceed $13,900 for the modifications of their professional services for Burdeck Street Sewer Extension.

SECTION 2. This resolution shall become effective March 23, 2022.

DATED: March 23, 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 March 23, 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 March 25, 2022.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady County

123.22

PRIME AE®
Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

March 8, 2022

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

Re: Town of Rotterdam
Burdeck Street Sewer District Extension
Proposal for Engineering Services Agreement Amendment #2
Our project #GNY02WD-18521-01

Dear Mrs. Collins:

We are pleased to submit this Proposal for Amendment #2 to our contract to provide Professional Engineering Services to the Town of Rotterdam for the formation of the Burdeck Street Extension to the Town's Sewer District No. 2. The Town has requested that we revise the proposed service area to only include Phase 1 for the sewer extension. We will utilize prior Engineering Reports that we prepared as the foundation for this work. We propose the following scope of engineering services:

- Develop a revised sewer district extension boundary map based on current tax parcel information. It is our understanding that the proposed Extension Boundary will encompass all properties fronting on Burdeck Street between Thompson Street and the railroad track crossing. Town to approve the included parcels before moving on to the next step.
- Develop a revised conceptual sanitary sewer layout that lends itself to a phased construction approach.
- Compose the legal description of the proposed sewer district extension.
- Update projected flows and loadings that would be generated in this service area.
- Develop updated project cost estimates for the project and proposed user costs. Town to provide current SD#2 user figures, debt and O&M costs.
- Attend one public informational meeting to explain more details about the project, answer questions and obtain feedback from property owners.
- Prepare a final Map, Plan and Report suitable for use in district formation proceedings.
- Coordinate the SEQRA environmental review including completion of the FEAF Part 1, identify involved parties, and send letters requesting comments on the proposed project.
- A PRIME AE representative will attend the Public Hearing on the district extension formation.

We propose to complete the above work for a lump sum fee not to exceed $13,900.00, to be billed monthly on a percentage complete basis. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions, which are still in effect from the original agreement dated February 10, 2021. If you are in agreement with this Proposed Amendment, please return an executed copy of this proposal.

We anticipate the completion of the revised Map, Plan and Report draft will be completed within four (4) weeks after PRIME AE is provided with the updated Sewer District #2 user count, debt and O&M costs from the Town.

We look forward to continuing our long-standing relationship with the Town. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Water and Wastewater

Cc: Jack Dodson, Deputy Supervisor
Jonathon Tingley, Town Attorney
Mickey Maher, Acting DPW Superintendent
Peter Comenzo, Senior Planner

AGREED TO BY TOWN OF ROTTERDAM:

Mollie A. Collins
Mollie Collins, Supervisor

Date: 4/18/2022

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Kerry Hogan
Kerry Hogan, P.E. – Sr. Vice President

Date: 3/8/2022

DRAFT

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 on Wednesday, May 26, 2021 at 7:00 p.m., the following resolution was duly adopted:

Moved on Consent

RESOLUTION NO. 159.21

AUTHORIZE AN AGREEMENT WITH KB GROUP OF NY

THEREFORE, **UPON MOTION OF** Councilmember CHRISTOU, seconded by Councilmember GUIDARELLI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to enter into an agreement with KB Group of NY, 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203 for engineering services related to the Burdeck Street Sewer District Extension Formation, in an amount not to exceed fourteen thousand seven hundred and 00/100 dollars ($14,700.00).

SECTION 2. This resolution shall become effective May 26, 2021.

DATED: May 26, 2021

NAME	AYES	NOES	ABSTAIN
Christou	**X**		
Guidarelli	**X**		
Miller-Herrera	**X**		
Signore	**X**		
Tommasone	**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 26, 2021 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

I DO FUTHER 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 June 2, 2021.

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

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Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

April 21, 2021

Steven A. Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Town of Rotterdam
Burdeck Street Sewer District Extension Formation
Proposal for Engineering Services Agreement Amendment
Our project #GNY02WD-18521-01

Dear Mr. Tommasone:

We are pleased to submit this Proposal for an Amendment to our contract to provide Professional Engineering Services to the Town of Rotterdam for the formation of the Burdeck Street Extension to the Town's Sewer District No. 2. The Town has requested that we expand the proposed service area for the sewer extension. We will utilize prior Engineering Reports that we prepared as the foundation for this work. We propose the following scope of engineering services:

- Develop a revised sewer district extension boundary map based on current tax parcel information to be provided by the Town in Excel format. It is our understanding that the proposed Extension Boundary will encompass all properties fronting on Burdeck Street between Thompson Street and NYS Route 7 and NYS Route 7 west of the Burdeck Street intersection to the Town line at the Princetown Town Boundary.
- Develop a revised conceptual sanitary sewer layout that lends itself to a phase construction approach. At least three (3) potential phases are envisioned at this point in time.
- Compose the legal description of the proposed sewer district extension per phase.
- Update projected flows and loadings that would be generated in this service area per phase and verify existing WWTP capacity for each phase.
- Describe the need for the Town to take ownership and maintenance responsibility of the Solara sewage pump station and the required upgrades to the pump station and forcemain based on the phase that exceeds the current station capacity.
- Develop updated project cost estimates for the project and proposed user costs for each phase.
- Attend one public informational meeting to explain more details about the project, answer questions and obtain feedback from property owners.
- Prepare a final Map, Plan and Report suitable for use in district formation proceedings.
- Coordinate the SEQRA environmental review including completion of the FEAF Part 1, identify involved parties, and send letters requesting comments on the proposed project.
- A PRIME AE representative will attend the Public Hearing on the district extension formation.

We propose to complete the above work for a lump sum fee not to exceed $14,700.00, to be billed monthly on a percentage complete basis. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions, which are still in effect from the original agreement dated February 10, 2021. If you are in agreement with this Proposed Amendment, please return an executed copy of this proposal.

We anticipate the completion of the revised and expanded Map, Plan and Report draft will be completed within four (4) weeks after PRIME AE is provided with the updated tax parcel information from the Town.

We look forward to continuing our long-standing relationship with the Town. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Water and Wastewater

Cc: Mickey Maher, Acting DPW Superintendent
Peter Comenzo, Senior Planner

AGREED TO BY TOWN OF ROTTERDAM:

Steven A. Tommasone, Supervisor

Date: June 16, 2021

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Kumar Buvanendaran, P.E. -President & CEO

Date: 6.16.2021

DRAFT

RESOLUTION NO. 45.21

AUTHORIZE AN AGREEMENT WITH THE KB GROUP OF NY FOR SEWER DISTRICT NO. 2 BURDECK STREET EXTENSION FORMATION

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 execute a contract with KB Group of NY, 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for engineering services for the formation of the Burdeck Street extension of Sewer District No. 2, in an amount not to exceed five thousand one hundred and 00/100 dollars ($5,100.00).

SECTION 2. This resolution shall become effective February 10, 2021.

DATED: February 10, 2021

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

DRAFT

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Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

January 21, 2021

Steven A. Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Town of Rotterdam
Burdeck Street Sewer District Extension Formation
Proposal for Engineering Services

Dear Mr. Tommasone:

We are pleased to submit this Proposal to provide Professional Engineering Services to the Town of Rotterdam for the formation of the Burdeck Street Extension to the Town's Sewer District No. 2. We will utilize the Engineering Report that we prepared, dated October 2019, as the foundation for this work. We propose the following scope of engineering services:

- Develop a revised sewer district extension boundary map based on tax parcel information to be provided by the Town.
- Compose the legal description of the proposed sewer district extension.
- Update projected flows and loadings that would be generated in this service area and verify existing WWTP capacity.
- Generally describe proposed easements for the sewer route along Burdeck Street. This does not include field surveying or preparation of an easement description document.
- Describe the need for the Town to take ownership and maintenance responsibility of the Solara sewage pump station.
- Develop updated project cost estimates for the project and proposed user costs.
- Attend one public informational meeting to explain more details about the project, answer questions and obtain feedback from property owners.
- Prepare a final Map, Plan and Report suitable for use in district formation proceedings.
- Coordinate the SEQRA environmental review.
- A PRIME AE representative will attend the Public Hearing on the district extension formation.

We propose to complete the above work for a lump sum fee not to exceed $5,100.00, to be billed monthly on a percentage complete basis. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions. If you are in agreement with this Proposal and the attached Standard Terms & Conditions, please return an executed copy of this proposal.

We look forward to continuing our long-standing relationship with the Town. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P. Cole, P.E.
Senior Director of Water and Wastewater

Cc: Mickey Maher, Acting DPW Superintendent
Peter Comenzo, Senior Planner

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:

Steven A. Tommasone, Supervisor

Date: 02/11/2021

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Kumar Buvanendaran, P.E. -President & CEO

Date: 1.21.2021

DRAFT

JME
John M. McDonald Engineering
a member of PRIME Group®

May 11, 2017

Mr. Steven A. Tommasone, Supervisor
Town of Rotterdam
John F. Kirvin Government Center
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Town of Rotterdam
Engineering Contract Agreements
Water System Improvements - Water Grants Application
Our Project No. 01-1702
Burdeck Street Sewer Extension - Grant Administration Services
Our Project No. 01-1703

Dear Supervisor Tommasone:

Attached are two original contract agreements for each of the referenced projects, for your approval.

Please sign and return one original copy of each project contract agreement to our office. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

John M. McDonald, P.E.
Vice-President, NY Office

DRAFT

Schenectady Office • 7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776
Little Falls Office • 45 West Main Street • Little Falls, New York 13365 • Ph: 315 823-4384 Fax: 315 823-4394
www.mcdonaldengineers.com • www.primeeng.com

RESOLUTION NO. 155.17

At the regularly scheduled public meeting of the Town Board, of the Town of Rotterdam held at the **Rotterdam Junction Fire Department, Rotterdam Jct.** on Wednesday, May 10, 2017 at 7:00 p.m., the following resolution was duly adopted:

THEREFORE, UPON MOTION of Councilmember **CHRISTOU**, seconded by Councilmember **LARMOUR**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam is hereby authorized to enter into an agreement with John M. McDonald Engineering Services, located at 7 South Church Street, Schenectady, New York 12305, for Professional Engineering and Grant Administrative Services for the proposed Burdeck Street Sanitary Sewer District Extension, in an amount not to exceed ten thousand and 00/100 dollars ($10,000.00).

SECTION 2. This resolution shall become effective May 10, 2017.

DATED: May 10, 2017

NAME	AYES	NOES	ABSTAIN
Christou	X		
Larmour	X		
Miller-Herrera(Absent)			
Villano	X		
Tommasone	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 10, 2017** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original 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, 2017**.

Diane M. Marco

Diane M. Marco, Town Clerk

CONTRACT AGREEMENT

Project No. 01-1703

This is an Agreement made as of _____, 2017 between the TOWN OF ROTTERDAM (hereinafter called the CLIENT), and JOHN M. McDONALD ENGINEERING (hereinafter called McDonald Engineering).

A. CLIENT and McDonald Engineering, for the mutual consideration hereinafter set forth, agree as follows:

McDonald Engineering will provide engineering services and grant administration services for the proposed Burdeck Street Sanitary Sewer District Extension, as outlined in a proposal to Steven A. Tommasone, Supervisor, dated April 25, 2017, copy attached.

B. CLIENT agrees to pay John M. McDonald Engineering as compensation for services as follows:

On an hourly basis, for a fee not to exceed 10,000, unless authorized in writing by the CLIENT. Hourly rates for billing purposes will be as follows:

Principal Engineer	$175.00	Project Engineer I	$110.00
Senior Project Engineer II	$155.00	Design Engineer	$ 95.00
Project Engineer II	$130.00	Project Coordinator	$ 60.00
		Field Representative	$ 75.00

CLIENT shall reimburse John M. McDonald Engineering for the actual cost of all expenses, authorized by the CLIENT, including but not limited to: consultants, materials testing, bond premiums, title company charges, application fees and permits.

Fees and other charges will be invoiced every 4 weeks. The amount of each invoice shall be due at the time of billing.

C. CLIENT shall furnish the following: N/A

D. This Agreement includes Standard Terms and Conditions shown on the back of this document, and the applicable Standard Terms and Conditions as contained in the Standard Form of Agreement, prepared by the Engineers' Joint Contract Documents Committee, and incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

AGREED TO:

TOWN OF ROTTERDAM
(Client's Name)

BY: Steven A. Tommasone

5-12-17
(Authorized Signature/Date)

Title: Supervisor

AGREED TO:

JOHN M. McDONALD ENGINEERING

BY: John M. McDonald, P.E.

5-11-2017
(Authorized Signature/Date)

Title: Vice President, NY Division

DRAFT

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. EXTRA WORK: Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by JOHN M. McDONALD ENGINEERING.
2. OWNERSHIP OF DOCUMENTS: All tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of JOHN M. McDONALD ENGINEERING unless otherwise provided by law. CLIENT shall not use such items on other projects without JOHN M. McDONALD ENGINEERING's prior written consent. JOHN M. McDONALD ENGINEERING shall not release CLIENT's data without authorization.
3. LIMITATIONS OF COST ESTIMATES: Any estimate of the cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. APPROVAL OF WORK: The work performed by JOHN M. McDONALD ENGINEERING shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. DELAY: Any delay, default or termination in or of the performance of any obligation of JOHN M. McDONALD ENGINEERING under this agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove JOHN M. McDONALD ENGINEERING's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of JOHN M. McDONALD ENGINEERING's work, or any other acts of the CLIENT or any other Federal, State or local government agency, or any other cause beyond JOHN M. McDONALD ENGINEERING's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of JOHN M. McDONALD ENGINEERING as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, JOHN M. McDONALD ENGINEERING shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay JOHN M. McDONALD ENGINEERING within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, JOHN M. McDONALD ENGINEERING, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of JOHN M. McDONALD ENGINEERING in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. INDEMNIFICATION: CLIENT shall indemnify, defend and hold JOHN M. McDONALD ENGINEERING harmless for any and all loss, cost, expense, claim, damage or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys or drawings unsigned by JOHN M. McDONALD ENGINEERING or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others' (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by JOHN M. McDONALD ENGINEERING's own negligence.
8. LITIGATION: Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. REPLACEMENT OF SURVEY STAKES: JOHN M. McDONALD ENGINEERING, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the client or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.
10. OBSERVATION AND TESTING OF CONSTRUCTION SAFETY: The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of JOHN M. McDONALD ENGINEERING's field representative will be for the purpose of providing observation and field testing. Under no circumstances is it JOHN M. McDONALD ENGINEERING's intent to directly control or supervise the physical activities of the contractor's work. JOHN M. McDONALD ENGINEERING will provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of JOHN M. McDONALD ENGINEERING's field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that JOHN M. McDONALD ENGINEERING will not be responsible for job or site safety on the project.
11. RESTRICTIONS ON USE OF REPORTS: It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.
12. LIMITATIONS OF CONSULTANT'S LIABILITY: The CLIENT agrees that JOHN M. McDONALD ENGINEERING's liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of Fifty Thousand Dollars ($50,000.00), or JOHN M. McDONALD ENGINEERING's, total fee for services rendered on the project.
13. CONTROLLING LAWS: This Agreement is to be governed by the Laws of the State of New York.
14. INSURANCE: JOHN M. McDONALD ENGINEERING shall procure and maintain throughout the period of this Agreement, at JOHN M. McDONALD ENGINEERING's own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. JOHN M. McDONALD ENGINEERING shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.
15. SUCCESSORS AND ASSIGNS: Neither CLIENT or JOHN M. McDONALD ENGINEERING shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
16. ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this "Agreement or breach thereof may, at the option of JOHN M. McDONALD ENGINEERING be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the City of Schenectady, Schenectady County, New York.
17. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently giving or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as follows:

    JOHN M. McDONALD ENGINEERING
    7 South Church Street
    Schenectady, NY 12305

JME
John M. McDonald Engineering
a member of PRIME Group®

April 25, 2017

Steven A. Tommasone, Supervisor
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Town of Rotterdam
Burdeck Street Sewer District Extension
Proposal for Engineering and Grant Administration Services

Dear Mr. Tommasone:

As per our recent discussion with you and Peter Comenzo, we are pleased to submit this proposal for engineering services and grant administration services for the proposed Burdeck Street sanitary sewer district extension. The Environmental Facilities Corporation (EFC) will be announcing Round 3 funding in the near future, which will provide grants and loans for wastewater system improvements. Under this program, the Town could be eligible for up to a 25% grant and a subsidized loan for this project.

In order to submit a complete application, among other things, the formation of the sewer district extension must be completed. Preliminary engineering work would need to be started soon in order to complete the district formation within the window of time given for the Round 3 applications. To that end, we propose to complete the following scope of services.

- Review past sewer study reports that we prepared for this service area.
- Obtain updated tax parcel information from the Town.
- Obtain current sewer district debt and operation & maintenance fees from the Town.
- Confirm proposed service area with Town representatives.
- Update the conceptual sanitary sewer layout and project cost estimates.
- Assemble cost estimates and user information for two alternate sewer district service areas. Calculate the anticipated typical annual user cost for both service areas.
- Prepare an informational letter to be mailed to all property owners within the proposed district to present project specifics and proposed user costs.
- Attend a public informational meeting to explain more details about the project, answer questions and obtain feedback from property owners.
- Assuming a decision is made to proceed with the district formation, prepare a final Map, Plan and Report suitable for use in District formation proceedings.
- Conduct environmental study including SEQRA, SHPO and other environmental tasks needed as part of the application.
- Assist the Town with the district extension formation, including attending the Public Hearing and other related matters.

Schenectady Office • 7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776
Little Falls Office • 45 West Main Street • Little Falls, New York 13365 • Ph: 315 823-4384 Fax: 315 823-4394
www.mcdonaldengineers.com • www.primeeng.com

We propose to perform the above tasks for a fee not to exceed $10,000.

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

Sincerely,

Douglas P Cole

Douglas P. Cole, P.E.

cc: Evan Christou
James Longo
Peter Comenzo

DRAFT

RESOLUTION NO. 395.24

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

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 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 December 31, 2024.

SECTION 2. This resolution shall become effective on October 9, 2024.

DATED: October 9, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT