MEETING OF THE
ROTTERDAM TOWN BOARD

January 24, 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
PRESENTATIONS

- Schalmont High School - Syracuse University Project Advance Policy Studies class - Presentation on the potential future use of the Phillips Road Park Land.

PUBLIC HEARING
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

69.24 Accepting Town Board meeting minutes. *(pg. 3)*

70.24 Appointing Christopher Amorosi to the position of Fire Inspector – Part Time. *(pg. 39)*

71.24 Reappointment of dog control officers. *(pg. 46)*

72.24 To amend Resolution 18.24 of the year 2024; Appoint Jody Binkley to Clerk –Part Time. *(pg. 50)*

73.24 To declare equipment obsolete. *(pg.55)*

74.24 To approve budget transfers to the 2023 and 2024 budget. *(pg. 58)*

75.24 To negotiate and execute an agreement with Bellamy Construction for boring services. *(pg. 65)*

76.24 To authorize the purchase and replacement of a gate valve and swing check for the Water Treatment Plant. *(pg.71)*

77.24 To authorize the purchase and replacement of a 12-inch gate valve for the Water Treatment Plant. *(pg.77)*

78.24 Establishing the intent of the Town of Rotterdam as Lead Agency for the design and construction of the Kiwanis Park Waterfront Access Improvements. *(pg. 84)*

79.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a change of zone from single family residential (R-1) and retail business (B-1) to general business (B-2) and refer to the Planning Commission for report and recommendation. *(pg. 90)*

80.24 To authorize a yearly service agreement with TRANE U.S. INC. *(pg. 102)*

81.24 Authorizing Change Order No. 1 with VAD Contractors Inc. for the Senior Center Roof Replacement Project. *(pg. 118)*

82.24 Authorizing Change Order No. 2 deduction with VAD Contractors Inc. for the Senior Center Roof Replacement Project. *(pg. 123)*

83.24 Allowance for the installation of a small-scale solar array for use by the Hungry Chicken Country Store located in the AO Aquifer Area Overlay District at 661 River Road in Rotterdam, New York. *(pg. 128)*

84.24 To amend Resolution 14.24 of the year 2024.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 69.24

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 January 10, 2024 town board meeting as attached.

SECTION 2. This resolution shall become effective January 24, 2024

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE**:** January 17, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the January 10, 2024 Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 24, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: January 24, 2024

Background Information: Attached. To adopt the meeting minutes from the January 10, 2024 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 24, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

January 12, 2024

Certified Resolutions: #51-#68 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, January 10, 2024 at 7:00 p.m**.** The Town Board Agenda Meeting started at approximately 6:36 p.m. and was adjourned at approximately 6:56 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni**.** All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. and was adjourned at approximately 7:48 p.m. Motion #6 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. Motion #7 was made by Councilmember Dodson and seconded by Councilmember Schlag.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

January 10, 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
PRESENTATIONS
PUBLIC HEARING

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

- To discuss the allowance to install an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located in the Aquifer Overlay Zone on, Tax Map No. 28.00-3-4, 661 River Road in Rotterdam, New York 12306.

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

MOTIONS

6.24 Motion made to close Public Hearing 1.

7.24 Motion made to close Public Hearing 2.

RESOLUTIONS

51.24 Accepting Town Board meeting minutes. (With correction of name to be Kimberly Scannell.)

52.24 To enact Introductory Local Law No. 1 of 2024; Establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

53.24 To accept revenue for Town Clerk's office for December 2023.

54.24 To approve budget transfers to the 2023 budget.

55.24 To authorize a release of retainage to CDE Electrical Inc.

56.24 To award bid for Police Uniforms and Equipment.

57.24 Call for bids for sodium hexametaphosphate

58.24 Call for bids for chlorine gas.

59.24 To negotiate and execute an agreement with Barton and Logudice for mold investigation and asbestos assessment for the Senior Center building.

60.24 To accept the Solar Facility Decommissioning Bond, in accordance with the code of the Town of Rotterdam, Section 270-153, of Rotterdam Renewables, LLC.

61.24 To negotiate and execute an agreement with Barton and Logudice for a Town Court and Police Facility Hazardous Materials Survey.

62.24 Call for bids for On-Call Fencing Construction and Repair Services.

63.24 Call for bids for On-Call Electrical Construction Services.

64.24 Call for bids for Generator Building Modifications.

65.24 Call for bids on the Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction.

66.24 To negotiate and execute Amendment #1 with Barton and Logudice for professional engineering services for the feasibility study of the Town Court and Police Facility.

67.24 To amend Resolution 17.24 of the year 2024; To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.

68.24 To amend Resolution 21.24 of the year 2024; Authorizing and approving Purchasing Policy and Procedures.

MISCELLANEOUS
EXECUTIVE SESSION
ADJOURMENT
Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York 12306, on Wednesday, January 10, 2024 at 7:00 p.m., the following motion passed**.**

MOTION 6.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close the public hearing.

SECTION 2. This motion shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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 Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York, 12306 on Wednesday, January 10, 2024 at 7:00 p.m., the following motion passed**.**

MOTION 7.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to close the public hearing.

SECTION 2. This motion shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 51.24

ACCEPTING TOWN BOARD MEETING MINUTES

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 adopts the minutes of the January 1, 2024 Organizational Meeting as attached.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 52.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2024; ESTABLISHING AN AMENDMENT AND SIX (6) MONTH EXTENSION TO LOCAL LAW 9 OF 2022 WHICH ESTABLISHED A TWELVE (12) MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 1 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 January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 53.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR DECEMBER 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of December 2023, has been placed on file and the town clerk's check in the amount of three thousand seven hundred eighty-one dollars and 24/100 ($3,781.24) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 10, 2024

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 54.24

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A7110 181921	FROM:	Sr. Rec. Leader	-7,000.00
General	A7110 100021	INTO:	Park & Rec Asst. S	+7,000.00
General	A7110 182021	FROM:	Recreation Special	-5,230.25
General	A7110 130021	INTO:	Park Attendants PT (Summer)	+5,230.25
General	A7110 182021	FROM:	Recreation Special	-4,000.00
General	A7110 106021	INTO:	Carpenter	+4,000.00
General	A7110 182021	FROM:	Recreation Special	-8,500.00
General	A7110 120021	INTO:	Park Attendants	+8,500.00
General	A7110 4151	FROM:	Supply Material Ball	-2,000.00
General	A7110 4152	INTO:	Parks Dumpster Rental	+2,000.00
General	A6772 2005	FROM:	Equipment/Paving	-15,480.09
General	A6772 4900	INTO:	Building Repairs	+15,480.09
General	A6772 2005	FROM:	Equipment/Paving	-2,500.00
General	A6772 4904	INTO:	Maintenance & Supplies	+2,500.00

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 55.24

TO AUTHORIZE A RELEASE OF RETAINAGE TO CDE ELECTRICAL INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment No. 6 to CDE Electric Inc., located at PO Box 204, 685 Vernal Butler Road, Cairo, NY 12413, for the Salt Storage & Yard Waste Processing Facility project - Contract No. 3, in the total amount of four thousand seven hundred ten and 00/100 dollars ($4,710.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 56.24

TO AWARD BID FOR POLICE UNIFORMS AND EQUIPMENT

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, December 29, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk on December 28, 2023 for public inspection upon request for the purchase by the Town of Rotterdam of the following:

POLICE UNIFORMS AND EQUIPMENT

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 the purchase of Police Uniforms and Equipment to be used by the Town of Rotterdam Police Department, to Galls, LLC., located at 1340 Russell Cave Road, Lexington, Kentucky 40505, at the mutual consent of both the Town and Galls LLC, according to the individual pricing in the attached bidding documents, commencing January 1, 2024 through December 31, 2025.

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 the bid prices are on file in the Town Clerk's Office.

SECTION 3. This resolution shall become effective January 10, 2024

DATED: January 10, 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 January 10, 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 January 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 57.24

CALL FOR BIDS FOR SODIUM HEXAMETAPHOSPHATE

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 call for bids for Sodium Hexametaphosphate.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by January 26, 2024, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:00 A.M., JANUARY 26, 2024

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

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

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

DATED: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 58.24

CALL FOR BIDS FOR CHLORINE GAS

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 call for bids for Chlorine Gas.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by January 26, 2024, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CHLORINE GAS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:15 A.M., JANUARY 26, 2024

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

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

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

DATED: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 59.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR MOLD INVESTIGATION AND ASBESTOS ASSESSMENT FOR THE SENIOR CENTER BUILDING

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 Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to perform a mold investigation and asbestos assessment for the Senior Center Building located at 2639 Hamburg Street, in the amount not to exceed six thousand eight hundred and 00/100 ($6,800.00) dollars.

SECTION 2. This resolution shall become effective on January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 60.24

TO ACCEPT THE SOLAR FACILITY DECOMMISSIONING BOND, IN ACCORDANCE WITH THE CODE OF THE TOWN OF ROTTERDAM, SECTION 270-153, OF ROTTERDAM RENEWABLES, LLC.

WHEREAS, on September 6, 2022 the Planning Commission approved a Special Use Permit for the location of a multiple principal uses (Residential &Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately +/- 22.7 acres of land on a +/- 133.27-acre parcel.

WHEREAS, the property is located at 1827 Putnam Road, Rotterdam, NY 12306; and

WHEREAS, as required by the Planning Commission, the solar developers are required to post a decommissioning bond with the Town prior to issuance of Building Permits; and

WHEREAS, the draft Decommissioning Bond has been reviewed by the Town Designated Engineer and Attorney for the Town; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a Solar Facility Decommissioning Bond from Philadelphia Indemnity Insurance Company,
Located at One Bala Plaza East, Suite 100, Bala Cynwyd, PA 19004-1403, in the amount of two hundred seventy-six thousand eight hundred nine and 00/100 ($276,809.00) dollars. Provided however, the bond amount shall increase by 2% each year by Rider issued at the renewal date.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2023

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 January 10, 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 January 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 61.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR A TOWN COURT AND POLICE FACILITY HAZARDOUS MATERIALS SURVEY

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, NY 12205, for professional engineering services related to conducting a Hazardous Materials Survey of the Town Court and Police Facility, in the amount not to exceed twenty-two thousand five hundred and 00/100 ($22,500.00) dollars.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 62.24

CALL FOR BIDS FOR ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On-Call Fencing Construction and Repair Services.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 2, 2024, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:00 A.M., FEBRUARY 2, 2024

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

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

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

DATED: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 63.24

CALL FOR BIDS FOR ON-CALL ELECTRICAL CONSTRUCTION SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On-Call Electrical Construction Services.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 2, 2024, at 10:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON-CALL ELECTRICAL CONSTRUCTION SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:30 A.M., FEBRUARY 2, 2024

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

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

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

DATED: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 64.24

CALL FOR BIDS FOR GENERATOR BUILDING MODIFICATIONS

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 call for bids for Generator Building Modifications.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 2, 2024, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

GENERATOR BUILDING MODIFICATIONS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 11:00 A.M., FEBRUARY 2, 2024

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

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

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

DATED: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 65.24

CALL FOR BIDS ON THE SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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 call for bids for Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 9, 2024, at 2:00 P.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 2:00 P.M., FEBRUARY 9, 2024

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

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

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

DATED: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 66.24

TO NEGOTIATE AND EXECUTE AMENDMENT #1 WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FEASIBILITY STUDY OF THE TOWN COURT AND POLICE FACILITY

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 Amendment #1 with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for a Phase I Environmental Site Assessment/Hazardous Materials Investigation/Project Development Services, for the Town Court and Police Facility Feasibility Study, in the amount not to exceed twenty thousand five hundred and 00/100 dollars ($20,500.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 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, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 67.24

TO AMEND RESOLUTION 17.24 OF THE YEAR 2024; TO APPOINT/REAPPOINT MEMBERS OF THE TOWN OF ROTTERDAM PARKS AND RECREATION ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 17.24, as amended, is hereby amended and restated to read as follows: The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2024 through December 31, 2026:

Roslyn Warlik
Andrea Coppola
Nate Ryan
Bart Metzold
Yvonne Cleveland

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 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 January 10, 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 January 12, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 10, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 68.24

TO AMEND RESOLUTION 21.24 OF THE YEAR 2024; AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

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

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Purchasing Policy and Procedures".

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached "Purchasing Policy and Procedures" for public display during normal business hours.

SECTION 3. This resolution shall become retroactive to January 1, 2024.
DATED: January 10, 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 January 10, 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 January 12, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

RESOLUTION NO. 70.24

APPOINTING CHRISTOPHER AMOROSI TO THE POSITION OF FIRE INSPECTOR – PART TIME

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Christopher Amorosi of Rotterdam, New York, is hereby appointed to the position of Fire Inspector, part time, with no employee benefits, and subject to pre-employment background checks, at an hourly rate of twenty-five ($25.00) dollars, not to exceed 15 hours per week, commencing January 29, 2024.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 17, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector
TITLE OF REQUEST:	Fire Inspector, Part-Time
TOWN BOARD MEETING(S):	January 24, 2024
Background Information:	The Department of Public Works is in need of a Part-Time Fire Inspector.
Evaluation/Analysis:	His past employment and being a New York State certified Fire Inspector will make him a competent employee in this position and he will be able to perform the duties of the position.
Recommendation(s):	Appoint Chris Amorosi to the position of Fire Inspector Part-Time at $25.00 an hour. Maximum of 15 hours a week.
Attachment/Document(s):	Civil Service Application
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Complies with Civil Service Law Section 65
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.

Schenectady County

Human Resources & Civil Service
620 State Street
Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS LIBRARIES AND SPECIAL DISTRICTS

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
JAN 16 2024
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

1. _____ (POSITION TITLE) _____ (EXAM NUMBER)

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

AMOROSI CHRISTOPHER J
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

[redacted]
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phone [redacted]

Email Address [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/_____

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	NEW YORK	[redacted]	
County of:	SCHENECTADY		
Village of:			
Town of:	ROTTERDAM		
City of:	SCHENECTADY		
School District	SCHALMONT		

5. Citizenship

A. Are you currently a U.S. Citizen? **YES** ☒ **NO** ☐

B. If not, do you have the legal right to accept Employment in the United States? **YES** ☐ **NO** ☐
Please give alien registration number: _____

C. Are you a retiree from New York State or any civil division thereof? **YES** ☐ **NO** ☒

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ **Military** ☐ **Disability** ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	[redacted]
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	D
Is this License Currently Valid	**YES** ☒ **NO** ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS:_____

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:	Building SAFETY INSPECTOR		Specialty:		
License Number:	B0323-0006				
Granted by (Licensing Agency):	STATE of New YORK		City/State	Schenectady / NY	
Date License First Issued:		Registered From:		Registered To:	

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Schalmont Central School	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
Hudson Valley C.C.	28		Business		X	

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties,* clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. *If you move to a different position within the same organization, indicate so in a separate employment box.* You may attach additional sheets if you need more space.

Length of Employment

From: [redacted]

To:

Employment Details

Your Exact Title: Medicare Broker Manager

Name of Your Supervisor: Cheryl Nenni

Supervisor's Title: Sales Director

Hours worked / wk. (exclusive of overtime): 45

Reason for Leaving: Retirement

Firm Name: United Healthcare

Firm Address: 920 Albany-Shaker Rd Latham, NY 12110

Description of Duties:

Managed over 150 Brokers throughout NYS. Acting as liaison between External Agents/Brokers and UnitedHealthcare

Length of Employment

From: [redacted]

To:

Employment Details

Your Exact Title: Health Benefit Spec

Name of Your Supervisor: Scott Fuchs

Supervisor's Title: Sales Director

Hours worked / wk. (exclusive of overtime): 40

Reason for Leaving: Advancment

Firm Name: CSEA

Firm Address: 1 Lear Jet Lane Latham, NY 12110

Description of Duties:

Provided direct assistance and support to local government/private sector CSEA members

Length of Employment	Firm Name:	MVP HEALTHCARE
From: [redacted]	Firm Address:	625 STATE ST Schdy NY 12305
To:	**Description of Duties:**	MANAGED AND LED A SALES TEAM THROUGHOUT NYS AND VERMONT. RESPONSIBLE FOR HIRING, TRAINING AND ALL SALES ACTIVITIES.
Employment Details		
Your Exact Title: MEDICARE SALES MANAGER		
Name of Your Supervisor: PATRICK Glavey		
Supervisor's Title: SVP of Sales		
Hours worked / wk. (exclusive of overtime): 40-50 hrs		
Reason for Leaving: POSITION WAS ELIMINATED		

Length of Employment	Firm Name:	
From:	Firm Address:	
Month/Year (mm/yyyy) To: Month/Year (mm/yyyy)	**Description of Duties:**	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

Christopher J. Amoroso — Signature of Applicant

CHRISTOPHER J. AMOROSO — Print Name

1/18/2024 — Date

(State below any other name by which you have been known)

STATE OF NEW YORK

Be it known that

Christopher Amorosi

has successfully completed the requirements of a Basic Code Enforcement Training Program established by the Minimum Standards for Code Enforcement Personnel (19 NYCRR Part 1208) in the State of New York as a:

BUILDING SAFETY INSPECTOR

John R. Addario, P.E., Director
Division of Building Standards and Codes

NEW YORK STATE OF OPPORTUNITY. | Building Standards and Codes

Certification No. B0323-0006

To maintain this certification, such person must satisfy annual in-service training requirements and advanced in-service training.

RESOLUTION NO. 71.24

REAPPOINTMENT OF DOG CONTROL OFFICERS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Darla Gullotta and Heather Newell are hereby reappointed to the position of Dog Control Officer, part-time, with no employee benefits at an annual salary of fifteen thousand and 00/100 ($15,000.00) dollars, commencing retroactively to January 1, 2024.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: January 17, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Reappoint Darla Gullotta and Heather Newell to the position of Dog Control Officer (part-time).

TOWN BOARD MEETING: January 24, 2024

Evaluation/Analysis: Darla Gullotta and Heather Newell are currently part-time Dog Control Officers with the Town of Rotterdam. This reappointment reflects a salary increase. This increase is included in the 2024 Town budget.

Recommendation(s): Reappoint Darla Gullotta and Heather Newell to the position of Dog Control Officer, part time, with no employee benefits, at an annual salary of $15,000. This resolution shall be retroactively effective January 1, 2024.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

At the Town Board 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, October 27, 2021 at 6:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 269.21
A RESOLUTION TO APPOINT DARLA D. GULLOTTA AND ANDREW G. FIUMANO TO THE POSITION OF DOG CONTROL OFFICER

THEREFORE, UPON MOTION OF Councilmember **MILLER-HERRERA**, seconded by Councilmember **GUIDARELLI, NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Darla D. Gullotta and Andrew G. Fiumano to the position of dog control officer, part-time, with limited employee benefits, each with an annual salary of ten thousand and 00/100 dollars ($10,000.00), beginning November 1, 2021.

SECTION 2. This resolution shall become effective October 27, 2021

DATED: October 27, 2021

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

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 **October 27, 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 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 28, 2021.**

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

Diane M. Marco

Diane M. Marco, Town Clerk

10/27/21

RESOLUTION NO. 258.22

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 14, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT A DOG CONTROL OFFICER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Heather Newell of Schenectady New York to the position of Dog Control Officer, part-time, with no employee benefits, and subject to pre-employment background checks, at an annual salary of ten thousand and 00/100 dollars ($10,000.00) commencing September 15th, 2022.

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

DATED: September 14, 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 September 14, 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 September 16, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION 72.24

TO AMEND RESOLUTION 18.24 OF THE YEAR 2024;
APPOINT JODY BINKLEY TO CLERK – PART TIME

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 18.24, as amended, is hereby amended, and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2024 as follows:

ADA Compliance Officer/Safety Officer
James Keith — Annual Stipend $3,000

Grant Coordinator
Peter Comenzo — Annual Stipend $7,000

Wellness Compliance
Megan Griffin — Annual Stipend $2,000

Events/Social Media Coordinator
Megan Griffin — Annual Stipend $3,000

CDL Trainer
Steve Skoda — Annual Stipend $1,000

Stormwater Program Coordinator/Stormwater Management officer
Mary Barrie — Hourly Rate $35.00

Stormwater Management Officer
Daniel Marsello — Annual Stipend $3,500

DPW Records Management
Lisa Gallo — Annual Stipend $2,500

Deputy Comptroller – Part Time
Paul Sebesta — Hourly Rate $115.00

School Traffic Officer
Floyd Rorick — Hourly Rate $17.00
(Maximum of 4 hours daily)

Clerk- Part Time (Highway)
Donna Larsen — Hourly Rate $19.50

Clerk – Part Time (Police Dept)
Allison Kartner — Hourly Rate $24.38

Water Treatment Plant Operator (1st on call)
Ian Bonthron Hourly Rate $35.00

Water Treatment Plant Operator (2nd on call)
Clark Collins Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny Hourly Rate $40.00
(Maximum 3 days per week)

Bingo Inspector
William Purcell Hourly Rate $17.00

Safety Inspector (FEMA)
Kathy Fisher Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison Hourly Rate $50.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

Fire Inspector-Part Time
Chris Amorosi Hourly Rate $25.00
(Maximum 15 hours per week)

Dog Control Officers-Part Time
Darla Gullotta Hourly Rate $25.00
Heather Newell Hourly Rate $25.00

Clerk-Part Time
Jody Binkley Hourly Rate $25.00

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 17, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To put Jody Binkley on Part-Time for the Town Clerks office as a Clerk. Jody retired as Deputy Town Clerk full -time and I recommend that she stay on as part-time as a Clerk.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 24, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF: January 24, 2024**.**

Background Information: Attached. To put Jody Binkley on Part-time effective January 24, 2024 effective January 24, 2024**.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 24, 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

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 18.24

TO APPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE CALENDAR YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various additional duties and/or part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his designee, with no employee benefits for the year 2024 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $7,000
Wellness Compliance	
Megan Griffin	Annual Stipend $2,000
Events/Social Media Coordinator	
Megan Griffin	Annual Stipend $3,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Stormwater Program Coordinator/Stormwater Management officer	
Mary Barrie	Hourly Rate $35.00
Stormwater Management Officer	
Daniel Marsello	Annual Stipend $3,500
DPW Records Management	
Lisa Gallo	Annual Stipend $2,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $115.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $17.00
Clerk- Part Time(Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time(Police Dept)	
Allison Kartner	Hourly Rate $24.38
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00

Water Treatment Plant Operator (2nd on call)
Clark Collins — Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny — Hourly Rate $40.00
(Maximum 3 days per week)

Bingo Inspector
William Purcell — Hourly Rate $17.00

Safety Inspector (FEMA)
Kathy Fisher — Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison — Hourly Rate $40.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa — Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

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 Organizational Meeting of the Town of Rotterdam on January 1, 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 January 8, 2024.

TOWN OF ROTTERDAM Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 73.24

TO DECLARE EQUIPMENT OBSOLETE

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, on the advice and recommendation of the Town Senior Building Inspector, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

Tennant Upright Vacuum Cleaner S/N: 16A 1214612
NaceCare Backpack Vacuum Cleaner
PA System CE 844815
Multiple Broken Chairs

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 11, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Authorization to Declare Equipment Obsolete
TOWN BOARD MEETING:	January 24, 2024
Background Information:	Declare the attached equipment obsolete due to needing repairs that are not cost effective to the Town.
Evaluation/Analysis:	Equipment listed is no longer operational and would not be cost effective to repair.
Recommendation(s):	Town Board to authorize the disposal of the equipment.
Attachment/Document(s):	List of Obsolete equipment
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY:

OBSOLETE EQUIPMENT

-Tennant Upright Vacuum Cleaner S/N: 16A 1214612

-NaceCare Backpack Vacuum Cleaner

-PA System CE 844815

-Multiple Broken Chairs

RESOLUTION NO. 74.24

TO APPROVE BUDGET TRANSFERS TO THE 2023 AND 2024 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2023** are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A1620 4270	FROM:	Misc. Expenses	-137.00
Highway	DA5140 4713	INTO:	Highway	+137.00
W5	W58340 4888	FROM:	Large Diameter Main Repair	-1,400.00
W5	W58340 4010	INTO:	Easements	+1,400.00
W5	W58310 2000	FROM:	Engineering/Consultant	-11,062.55
W5	W58310 4849	INTO:	GIS Implementation	+5,278.62
W5	W58320 4907	INTO:	Outside Contracts-Schdy City	+ 5,783.93
W5	W58310 4351	FROM:	Bonding Attorney Fees	-21,613.76
W5	W58330 4098	INTO:	Chemicals	+ 19,042.08
W5	W58320 4305	INTO:	Auto Repair	+114.75
W5	W58320 4166	INTO:	General Liability	+1,953.93
W5	W58320 4879	INTO:	Instrument Pump Maint.	+503.00
W3	W38320 2000	FROM:	W3 Equipment	-3,154.58
W3	W38330 4869	INTO:	Water Analysis	+2,542.00
W3	W38310 4855	INTO:	Paying Agent Fees	+79.20
W3	W38310 4300	INTO:	Conferences	+2.50
W3	W38330 4874	INTO:	Hypo Chlorite Solution	+530.88
S2	S28130 2002	FROM:	Pumps & Filters	-9,939.20
S2	S28110 4849	INTO:	GIS Implementation	+5,278.61
S2	S28130 4600	INTO:	Heat & Fuel	+4,220.59
S2	S28130 4868	INTO:	NYS Pollutant Fee	+220.00
S2	S28130 4200	FROM:	Telephone & Facility Alarms	-1,161.21
S2	S28110 2000	INTO:	Equipment	+1,161.21
S2	S28130 4500	FROM:	Electric & Water	-10,000.00
S2	S28120 2000	FROM:	Equipment	-5,385.00
S2	S28130 4270	FROM:	Miscellaneous	-200.00
S2	S28130 4864	FROM:	Chem Feed Equip Maint.	-500.00
S2	S28130 4862	FROM:	Printing & Public Notice	-152.62
S2	S28130 4866	INTO:	Plant Equi Repair & Maint.	+6,841.63
S2	S28120 4302	INTO:	Gas Oil & Lube	+747.72
S2	S28110 4300	INTO:	Conferences	+342.49

S2	S28130 4863	INTO:	Chemicals	+1,051.28
S2	S28130 4869	INTO:	Analysis H20 & Sludge	+7,254.50

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for **2024** are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A1410-4270	FROM:	Misc. Expense	-85.28
General	A1410-4801	INTO:	Town Clerk Software	+85.28
General	A6772 4109	FROM:	Buses Senior Ctr.	-500.00
General	A6772 4305	INTO:	Auto Maint. & Repair	+500.00

SECTION 3. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **January 19, 2024**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST**:** To approve budget transfers to the 2023 AND 2024 budget.

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of January 24, 2024

Background Information: Budget transfers are needed to correct lines.

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of January 24, 2024 and approve the transfer.

Attachment/Document(s): Memo: Diane Marco, James Keith

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector JK

Subject: Budget Transfer

Date: January 5, 2024

Please transfer the following funds to cover expenses:

From	**A1620 4270 Miscellaneous Expenses**	**Amount $**	137.00
To	**DA5140 4713 Highway**	**Amount $**	137.00
From	**W58340 4888 W5 Large Diameter Main Repair**	**Amount $**	1,400.00
To	**W58340 4010 W5 Easements**	**Amount $**	1,400.00
From	**W58310 2000 Engineering/Consultant**	**Amount $**	11,062.55
To	**W58310 4849 GIS Implementation**	**Amount $**	5,278.62
To	**W58320 4907 Outside Contracts-City of Schenectady**	**Amount $**	5,783.93
From	**W58310 4351 Bonding Attorney Fees**	**Amount**	$21,613.76
To	**W58330 4098 Chemicals**	**Amount**	$19,042.08
	W58320 4305 Auto Repair	**Amount $**	114.75
	W58320 4166 General Liability	**Amount $**	1,953.93
	W58320 4879 Instrument Pump Maintenance	**Amount $**	503.00
From	**W38320 2000 W3 Equipment**	**Amount $**	3,154.58
To	**W38330 4869 Water Analysis**	**Amount $**	2,542.00
	W38310 4855 Paying Agent Fees	**Amount $**	79.20
	W38310 4300 Conferences	**Amount $**	2.50
	W38330 4874 Hypo Chlorite Solution	**Amount $**	530.88

From	**S28130 2002 Pumps & Filters**	**Amount** $ 9,939.20
To	**S28110 4849 GIS Implementation**	**Amount** $ 5,278.61
	S28130 4600 Heat & Fuel	**Amount** $ 4,220.59
	S28130 4868 NYS Pollutant Fee	**Amount** $ 220.00
From	**S28130 4200 Telephone & Facility Alarms**	**Amount** $ 1,161.21
To	**S28110 2000 Equipment**	**Amount** $ 1,161.21
From	**S28130 4500 Electric & Water**	**Amount** $10,000.00
	S28120 2000 Equipment	**Amount** $ 5,385.00
	S28130 4270 Miscellaneous	**Amount** $ 200.00
	S28130 4864 Chem Feed Equip Maint	**Amount** $ 500.00
	S28130 4862 Printing & Public Notice	**Amount** $ 152.62
To	**S28130 4866 Plant Equip Repair & Maint**	**Amount** $ 6,841.63
	S28120 4302 Gas Oil & Lube	**Amount** $ 747.72
	S28110 4300 Conferences	**Amount** $ 342.49
	S28130 4863 Chemicals	**Amount** $ 1,051.28
	S28130 4869 Analysis H20 & Sludge	**Amount** $ 7,254.50

Thank you.

cc: Paul Sebesta

Memorandum

To: Megan Griffin, Confidential Secretary

From: Diane Marco, Town Clerk

Subject: Budget Transfer for Town Clerk Office

Date: January 17, 2024

Please transfer the following fund to cover the yearly BAS software out of the 2024 Budget.

From	A1410-4270 Misc. Expense	Amount -$85.28
To	A1410-4801 Town Clerk Software	Amount +$85.28

Thank you

Memorandum

To: Mollie Collins

From: Linda Testa, Project Coordinator, Office of The Aging

Subject: Budget Transfer

Date: January 18, 2024

Please transfer the following funds to cover expenses:

From: A6772 4109 Buses Senior Ctr. **Amount** $500.00

To: A6 772 4305 Auto Maintenance & Repairs **Amount** $500.00

Thank you!

RESOLUTION NO. 75.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BELLAMY CONSTRUCTION FOR BORING SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Bellamy Construction, located at 6684 Amsterdam Road, Scotia, NY 12302, for trenchless horizontal drilling under a D.O.T. highway for water service replacement to the building located at 2515 Hamburg Street, for an eight-hour daily rate, not to exceed five thousand three hundred eight five and 00/100 ($5,385.00) dollars.

SECTION 2. This resolution shall become effective on January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 17, 2024
TO:	Town Board
FROM:	Fred Mastroianni, PE
TITLE OF REQUEST:	Boring Need for new water service line
TOWN BOARD MEETING:	January 24, 2024
Background Information:	A water service line for the building located at 2515 Hamburg Street needs to be replaced. Based upon discussions with NYSDOT, they will not allow the road to be open cut to replace the line. Therefore, we will need to hire the services of a contractor to bore the line under the road. The Town will perform the for the new water service.
Evaluation/Analysis:	The Town had contacted several contractors that included Discount Plumbing, EJL Excavation & Construction, Flower Construction and Bellamy Construction to perform the boring. Only Bellamy Construction was interested in performing the work and provided a cost.
Recommendation(s):	I recommend that the town hire Bellamy Construction to provide the boring. The cost is $5,385.00/day. It is anticipated that the work will be done in one day.
Attachment/Document(s):	Bellamy Construction quote, email from Jim Keith regarding the contractors that did not provide a quote for the work.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

BELLAMY
CONSTRUCTION

6684 Amsterdam Road Scotia, NY 12302
PH: 518-214-4082 FAX: 518-214-4086

Quote # 3-0330-02

Date: 1/4/24

To:	Project Location:
Town of Rotterdam 1100 Sunrise Blvd. Rotterdam NY 12306 Matt Lupi (518)530-9397	2515 Hamburg St. Rotterdam NY 12306

Scope of work: Trenchless horizontal drilling under D.O.T. highway for water service replacement.

1.) Daily rate to provide trenchless services as directed by Town of Rotterdam.

2.) Call in Emergency Dig Safe ticket for confirmation of existing utilities.

3.) All support provided by Town of Rotterdam, per attached.

4.) All parts and materials to be provided by Town of Rotterdam.

5.) Includes prevailing wages.

8 hour daily rate (minimum) port to port for Two technicians and Thrust bore equipment: $5,385.00

Payments:

- **Total upon completion.**
- **No retainage will be withheld.**

1. **Exclusions**
   - Bonds.
   - Easements.
   - Licensed survey.
   - Clearing and grubbing.
   - All materials not listed above.
   - Dewatering.
   - Rock excavation removal, drilling, blasting.
   - Sheeting, shoring, guiding existing utilities.
   - Sales tax on labor.
   - Union manning, premium time payroll.

Special Notes:

- Bellamy Construction Co. and their associates to have uninterrupted, full access of the property to facilitate this scope of work including all deliveries, storage, stockpiling, etc.

1. **Terms and Conditions:**
   - This Quote must be incorporated in its entirety to any/all contract documents and is based on current economic conditions subject to changes beyond the period of 10 days.
   - Quantities listed above are approximate and represent maximum quantities incorporated within this proposal

SIGNATURE	
This agreement entered into as of the date written above.	
Authorized By *(Signature)* DATE	**For Bellamy Construction** *(Signature)* DATE
Printed Name and Title	Printed Name and Title

Confidentiality Notice: The quote/proposal is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from discloser under applicable law.

Megan Griffin

From: James Keith
Sent: Wednesday, January 17, 2024 2:15 PM
To: Fred C. Mastroianni; Charles Jack Dodson; Mollie Collins; Paul Sebesta
Cc: Matt Lupi
Subject: RE: Hamburg Street water service boring proposal

Discount Plumbing , Salim phone # 518-368-2128 Not interested
EJL Excavating & Construction , Eric LaPointe Phone # 518-361-2297 No submitted quote
Flower Construction Chris Flower Phone # 518 -376-1680 Not interested

From: Fred C. Mastroianni <fmastroianni@rotterdamny.org>
Sent: Wednesday, January 17, 2024 11:34 AM
To: Charles Jack Dodson <cjdodson@rotterdamny.org>; Mollie Collins <mcollins@rotterdamny.org>; Paul Sebesta <PSebesta@rotterdamny.org>
Cc: James Keith <jkeith@rotterdamny.org>; Matt Lupi <mlupi@rotterdamny.org>
Subject: RE: Hamburg Street water service boring proposal

Matt/Jim,
Can you respond to this email on who was called to obtain a cost for this work?
Thank you

Fred C. Mastroianni, PE
Town Consultant Engineer
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306
Email: fmastroianni@rotterdamny.org
Phone: 518-355-7575, ext. 354

From: Charles Jack Dodson <cjdodson@rotterdamny.org>
Sent: Wednesday, January 17, 2024 11:21 AM
To: Fred C. Mastroianni <fmastroianni@rotterdamny.org>; Mollie Collins <mcollins@rotterdamny.org>; Paul Sebesta <PSebesta@rotterdamny.org>
Cc: James Keith <jkeith@rotterdamny.org>; Matt Lupi <mlupi@rotterdamny.org>
Subject: Re: Hamburg Street water service boring proposal

Fred,

We are required by our procurement policy and audited by Paul to document in writing who was called and their response to allow a sole source award. Paul is holding payment when the policy is not followed.

Thanks,
Jack

From: Fred C. Mastroianni <fmastroianni@rotterdamny.org>
Sent: Wednesday, January 17, 2024 11:08 AM
To: Mollie Collins <mcollins@rotterdamny.org>; Charles Jack Dodson <cjdodson@rotterdamny.org>

Cc: James Keith <jkeith@rotterdamny.org>; Matt Lupi <mlupi@rotterdamny.org>
Subject: Hamburg Street water service boring proposal

Mollie/Jack,
Attached is the only proposal we received. Matt tried to get prices from other contractors and was not successful in getting a proposal. Let me know if you are ok with this. If so, will need Mollie's signature. I will also get insurance from them along with a $10,000 bond.

We will need to obtain a permit from NYSDOT as well.

Fred C. Mastroianni, PE
Town Consultant Engineer
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306
Email: fmastroianni@rotterdamny.org
Phone: 518-355-7575, ext. 354

RESOLUTION NO. 76.24

TO AUTHORIZE THE PURCHASE AND REPLACEMENT OF A GATE VALVE AND SWING CHECK FOR THE WATER TREATMENT PLANT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase and replacement of a gate valve & swing check valve for the Water Treatment Plant from Carver Construction Inc., located at 170 River Rd, Coeymans, NY 12045, in the amount not to exceed twenty-nine thousand and 00/100 ($29,000.00) dollars.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 11, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector JK
TITLE OF REQUEST:	For replacement of Gate Valve and Swing Check Valve
TOWN BOARD MEETING:	January 24, 2024
Background Information:	The WTP needs to repair the gate valve and swing check valve. Existing valves do not seal or function properly. They are approximately 70 years old and are located in confined space.
Evaluation/Analysis:	Carver Construction Inc. will provide all materials, equipment, and labor to perform the proposed valve and piping replacements. This work will relocate valves to a safer area.
Recommendation(s):	Authorize the replacement of the gate valve & swing check valve.
Attachment/Document(s):	Quotes from Carver Construction and William M. Larned & Sons
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY:

Town of Rotterdam Purchase Order Request

Purchase Order Number: 2024-_____

Date: 1/10/2024

Vendor: Carver Construction Vendor#: _____

Appropriation Account Number(s):	Amount to pay from line:
W58330-4880	$29,000.00
	Job #1

Description of items or services to be purchased:

Furnish and replace valves and associated piping

Reason for purchase:

Existing valves do not seal or function properly. They are approximately 70 years old and located in confined space. This work will relocate valves to a safer area.

Requested by: Justin Peterson

Department Head **Approval** James Keeth

Comptroller's Office Approval of funds available: _____ Date: _____

Budget Transfer Request Attached: Yes ___ No _____

Approved by:

Supervisor Collins	Yes	No	Date: _____
Deputy Supervisor Dodson	Yes	No	Date: _____

Carver Construction Incorporated
PO Box 890, 2170 River Road | Coeymans, NY 12045
Phone: 518-355-6034

PROPOSAL / CLARIFICATION
ROTTERDAM GATE VALVE & SWING CHECK REPLACEMENT

Date: January 9, 2024
Sheet 1 of 2

Prepared for: Mr. Justin Peterson
Town of Rotterdam
100 Sunrise Blvd
Rotterdam, NY 12306
jpeterson@rotterdam.org

Prepared By: Carver Construction, Inc.
2170 River Rd
Coeymans, NY 12045
(518) 355-6034

Carver Construction Inc. will provide all materials, equipment, and labor to perform the following work based on the field review of proposed valve and piping replacements.

J66 #1

- Remove and replace a 12" gate valve and a 12" swing check valve to be located outside of the well house.
- Replace all piping for connections as necessary.
- Repair penetrations in the well house wall.
- Associated 2" air release valve piping

***Total Cost for Repair Work* = $29,000.00**

X _____
Justin Peterson

X _____
Gabe Hanoufa
Project Manager/Estimator

PROPOSAL / CLARIFICATION
ROTTERDAM GATE VALVE & SWING CHECK REPLACEMENT

Date: January 9, 2024
Sheet 2 of 2

Exclusions:

- Permits & Bonds
- Any Additional Insurances
- Rock Cut or Removal
- Well Points
- Removal of Contaminated or Hazardous Materials
- Removal of Buried Oil Tanks
- Winter Conditions, Inspection Fees
- Relocation of Any Utilities
- SWPPP Monitoring
- National Grid / Utility Service Charges.

General Notes:

Rock Cut – Rock Cut is not expected. If blasting or an excavator with a hydraulic hammer is required to remove rock, there will be an additional charge.

Scope – Due to the unknown nature of the subsurface conditions, if any additional repairs are required due to deteriorated conditions, additional charges will apply. Carver Construction Inc. will confirm with the owner before proceeding with any additional work.

Tax – This proposal is based on a nontaxable capital improvement project. A capital improvement certification will be required before this work can be completed. If a certification cannot be obtained, taxes will be billed in addition to the price above.

All prices are subject to increases based on fuel oil, material increases and the economy. Proposal valid for 30 days. Billing will be done monthly and due within 30 days of billing date with NO Retainage to be with held. Interest in the amount of 2% per month will be charged on any unpaid balance over 30days. Any legal costs incurred by Carver Construction, Inc. in attempting to collect any past due invoice or unpaid balance will be paid by Owner.

WILLIAM M. LARNED & SONS, INC.

544 BURDECK STREET
SCHENECTADY, NEW YORK 12306
PHONE # (518) 374-6961
FAX # (518) 374-4798

Excavating *Sand & Gravel*

January 3, 2024

Town of Rotterdam Water Treatment Plant
1100 Sunrise Boulevard
Schenectady, NY 12306

RE: Valve Replacement Rice Road

Dear Justin,

William Larned and Sons proposes the following for work at the Rice Road Water Treatment Plant in the Town of Rotterdam for the valve replacements.

#1 Replacing Air Relief Valve

- Removal and disposal of existing air release valve.
- Supply and install new Flomatic valve.
- Core hole through wall and run piping to outside of building.
- Link seal to seal up hole and vent cap on pipe that is outside.
- 2" ball valve off main before air Release.
- SCH 80 piping to outside.

REPLACING AIR RELIEF FOR THE PRICE OF: $4,800.00

Job #1

#2 Swing Check Side

- Mobilization of mini excavator to site.
- Excavate outside of building to allow room for pipe cutting and new valve.
- Removal and disposal of existing swing check, valve and piping to outside of building.
- Supply and install new swing check, gaskets and bolts.
- New flange 1 side pipe to outside of building.
- Supply and install new 12" valve and box.
- 12" Solid Sleeve connector inside building to connect piping from valve and swing check.
- All pipes and fittings will be cleaned with chlorine.
- Blocking under piping inside to support.
- Repair hole through wall with bricks and quick set mortar.
- Backfill outside and set valve box to grade.
- Topsoil, seed and mulch disturbed the area.

SWING CHECK SIDE FOR THE PRICE OF: $36,500.00

$41,300
Total

RESOLUTION NO. 77.24

TO AUTHORIZE THE PURCHASE AND REPLACEMENT OF A 12 INCH GATE VALVE FOR THE WATER TREATMENT PLANT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase and replacement of a 12-inch gate valve for the Water Treatment Plant from Carver Construction Inc., located at 170 River Rd, Coeymans, NY 12045, in the amount not to exceed thirteen thousand five hundred and 00/100 ($13,500.00) dollars.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 11, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	For replacement of 12" Gate Valve
TOWN BOARD MEETING:	January 24, 2024
Background Information:	The WTP needs to repair the 12" gate valve. Existing valve is in poor condition, leaks and does not operate properly.
Evaluation/Analysis:	Carver Construction Inc. will provide all materials, equipment, and labor to perform the proposed valve and piping replacements. This work will relocate valves outside of well house.
Recommendation(s):	Authorize the replacement of the 12" gate valve.
Attachment/Document(s):	Quotes from Carver Construction and William M. Larned & Sons
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY:

Town of Rotterdam Purchase Order Request

Purchase Order Number: 2024-_____

Date: 1/10/2024

Vendor: Calver Construction Vendor#: _____

Appropriation Account Number(s):	Amount to pay from line:
W58320-4880	$ 13,500.00

Job #2

Description of items or services to be purchased:

Furnish and replace 12" Gate Valve

Reason for purchase:

Existing gate valve is in poor condition, leaks and does not operate properly. Needs to be replaced

Requested by: Justin Peterson

Department Head **Approval** James Keith

Comptroller's Office Approval of funds available: _____ Date: _____

Budget Transfer Request Attached: Yes ___ No _____

Approved by:

Supervisor Collins	Yes	No	Date: _____
Deputy Supervisor Dodson	Yes	No	Date: _____

Carver Construction Incorporated
PO Box 890, 2170 River Road | Coeymans, NY 12045
Phone: 518-355-6034

PROPOSAL / CLARIFICATION
ROTTERDAM GATE VALVE REPLACEMENT

Date: January 9, 2024
Sheet 1 of 2

Prepared for: Mr. Justin Peterson
Town of Rotterdam
100 Sunrise Blvd
Rotterdam, NY 12306
jpeterson@rotterdam.org

Prepared By: Carver Construction, Inc.
2170 River Rd
Coeymans, NY 12045
(518) 355-6034

Carver Construction Inc. will provide all materials, equipment, and labor to perform the following work based on the field review of proposed valve and piping replacements.

Job #2

- Remove and replace a 12" gate valve to be located outside of the well house.
- Replace all piping for connections as necessary.
- Repair penetrations in the well house wall.

***Total Cost for Repair Work* = $13,500.00**

X _____
Justin Peterson

X _____
Gabe Hanoufa
Project Manager/Estimator

PROPOSAL / CLARIFICATION
ROTTERDAM GATE VALVE & SWING CHECK REPLACEMENT

Date: January 9, 2024
Sheet 2 of 2

Exclusions:

- Permits & Bonds
- Any Additional Insurances
- Rock Cut or Removal
- Well Points
- Removal of Contaminated or Hazardous Materials
- Removal of Buried Oil Tanks
- Winter Conditions, Inspection Fees
- Relocation of Any Utilities
- SWPPP Monitoring
- National Grid / Utility Service Charges.

General Notes:

Rock Cut – Rock Cut is not expected. If blasting or an excavator with a hydraulic hammer is required to remove rock, there will be an additional charge.

Scope – Due to the unknown nature of the subsurface conditions, if any additional repairs are required due to deteriorated conditions, additional charges will apply. Carver Construction Inc. will confirm with the owner before proceeding with any additional work.

Tax – This proposal is based on a nontaxable capital improvement project. A capital improvement certification will be required before this work can be completed. If a certification cannot be obtained, taxes will be billed in addition to the price above.

All prices are subject to increases based on fuel oil, material increases and the economy. Proposal valid for 30 days. Billing will be done monthly and due within 30 days of billing date with NO Retainage to be with held. Interest in the amount of 2% per month will be charged on any unpaid balance over 30days. Any legal costs incurred by Carver Construction, Inc. in attempting to collect any past due invoice or unpaid balance will be paid by Owner.

WILLIAM M. LARNED & SONS, INC.

544 BURDECK STREET
SCHENECTADY, NEW YORK 12306
Excavating PHONE # (518) 374-6961 *Sand & Gravel*
FAX # (518) 374-4798

January 3, 2024

Town of Rotterdam Water Treatment Plant
1100 Sunrise Boulevard
Schenectady, NY 12306

RE: Valve Replacement Rice Road

Dear Justin,

William Larned and Sons proposes the following for work at the Rice Road Water Treatment Plant in the Town of Rotterdam for the valve replacements.

#1 Replacing Air Relief Valve

- Removal and disposal of existing air release valve.
- Supply and install new Flomatic valve.
- Core hole through wall and run piping to outside of building.
- Link seal to seal up hole and vent cap on pipe that is outside.
- 2" ball valve off main before air Release.
- SCH 80 piping to outside.

REPLACING AIR RELIEF FOR THE PRICE OF: $4,800.00

#2 Swing Check Side

- Mobilization of mini excavator to site.
- Excavate outside of building to allow room for pipe cutting and new valve.
- Removal and disposal of existing swing check, valve and piping to outside of building.
- Supply and install new swing check, gaskets and bolts.
- New flange 1 side pipe to outside of building.
- Supply and install new 12" valve and box.
- 12" Solid Sleeve connector inside building to connect piping from valve and swing check.
- All pipes and fittings will be cleaned with chlorine.
- Blocking under piping inside to support.
- Repair hole through wall with bricks and quick set mortar.
- Backfill outside and set valve box to grade.
- Topsoil, seed and mulch disturbed the area.

SWING CHECK SIDE FOR THE PRICE OF: $36,500.00

#3 Straight Valve Side:

Job # 2

- Mobilization of mini excavator to site.
- Excavate outside of building to allow room for pipe cutting and new valve.
- Cut the pipe and remove the existing valve and piping from inside.
- Supply and install new flange 1 side pipe with gasket and bolts.
- Supply and install new 12" valve on outside of building with valve box.
- 12" solid sleeve connector inside building to connect piping to new valve.
- All pies and fittings will be cleaned with chlorine.
- Blocking under piping to support.
- Repair hole through wall with bricks and quick set mortar.
- Backfill outside and set valve box to grade.
- Topsoil, seed and mulch disturbed the area.

STRAIGHT VALVE SIDE FOR THE PRICE OF: **$20,700.00**

Total

Exclusions: Permits, Bonds, No taps off either side of the 12" piping and watering to get grass to grow.

Thank you for the opportunity to quote this project and if you have any questions, please feel free to call.

Sincerely,
Josh Plue

RESOLUTION NO. 78.24

ESTABLISHING THE INTENT OF THE TOWN OF ROTTERDAM AS LEAD AGENCY FOR THE DESIGN AND CONSTRUCTION OF THE KIWANIS PARK WATERFRONT ACCESS IMPROVEMENTS

WHEREAS the Town of Rotterdam is in receipt of a $225,000 grant from the NYS Local Waterfront Revitalization Program; and

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

WHEREAS it is the intent of the Town or Rotterdam Board to assume the role of "Lead Agency" for purposes of conducting a SEQRA assessment of the Project; and

WHEREAS an Environmental Assessment Form (EAF) has been completed, reviewed by the Town Board of Rotterdam, and will be circulated to all interested and involved agencies for purposes of establishing the Town Board of Rotterdam as "Lead Agency" in accordance with 6 NYCRR Part 617.6(b); NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to and in accordance with the coordinated review requirements of SEQRA, the Town of Rotterdam Town Board hereby intends to, and upon receipt of consent from or no objections thereto by any other involved agencies, does hereby establish itself as lead agency for the Project and authorizes the Town Supervisor to sign Part I of the EAF.

SECTION 2. Part I of the EAF shall be sent to the attached list of "Interested and Involved Agencies" under cover of a "Notice of Intent to Establish Lead Agency" letter for purposes of establishing Lead Agency status under SEQRA.

SECTION 3. The Town Board hereby authorizes and directs the Senior Planner, the Town Supervisor, and Barton & Loguidice, D.P.C., and their respective designees, to undertake and complete all such actions, preparation, execution, circulation, publication, and filing requirements as may be required in furtherance of this Resolution.

SECTION 4. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 16, 2024
TO:	Mollie Collins - Town Supervisor
FROM:	Peter Comenzo – Senior Planner
TITLE OF REQUEST:	Declare Lead Agency for the Design and Construction of Kiwanis Park Waterfront Access Improvements.
TOWN BOARD MEETING:	January 24, 2024
Background Information:	The Town of Rotterdam is in receipt of a $225,000 grant from the Local Waterfront Improvement Grant.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board approving request. This project will rehabilitate the existing boat launch at Kiwanis Park, upgrading the facility to improve safety and usability with a new dock and shoreline improvements as well as adding an accessible kayak launch facility located on the Erie Canal and Empire State Trail.
Recommendation(s):	Town Board should Declare Lead Agency, and conduct a coordinated SEQR review and authorize Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Short Environmental Assessment Form (SEAF) Project Documents
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:

Kiwanis International Park Waterfront Access Improvements

Project Location (describe, and attach a location map):

River Road, Schenectady, NY 12306 (42.84649, -74.01415)

Brief Description of Proposed Action:

The proposed action will enhance public access to the waterfront of the Mohawk River at the Project Site including the following:
- Installing new ADA-accessible floating docks and kayak launch to promote water-dependent activities;
- Constructing a new reinforced-concrete bulkhead along the shoreline to which the floating docks will be attached;
- Implementing shoreline stabilization methods to address ongoing erosion issues;
- Installing landscaping enhancements to augment the park's aesthetic appeal and usability; and
- Creating an accessible route to new asphalt-paved parking for park visitors, aligning with ADA standards.

Name of Applicant or Sponsor:	Telephone: 518-355-7575; ext. 338
Town of Rotterdam c/o Peter Comenzo, Senior Planner	E-Mail: pcomenzo@rotterdamny.org

Address:

1100 Sunrise Boulevard

City/PO:	State:	Zip Code:
Rotterdam	NY	12306

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS DOS (Funding), NYS DEC (Article 15 Permit), NYS Canal Corportation (Work Permit), NYS OPRHP (SHPO Consultation)	☐	☑

3. a. Total acreage of the site of the proposed action? ±5 acres
   b. Total acreage to be physically disturbed? ±0.15 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? ±149 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☑ Forest ☐ Agriculture ☑ Aquatic ☐ Other(Specify):
   ☑ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85	☐	☑

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
The project does not include any electrical or mechanical services.	☑	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water:		
The project does not include any potable water uses.	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment:		
The project does not include any wastewater generation.	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☑
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:		
The proposed project includes work along the Mohawk River which is a Class A waterbody with Class A standards. Work includes the construction of a new reinforced-concrete bulkhead and a stone revetment to address existing shoreline erosion. Permanent work below the existing edge of water is approximately 0.025 AC. The project also includes new floating docks which will be installed in the spring and removed in the fall. Total dock square footage is estimated to be approximately 800 square feet.		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☑ Shoreline ☑ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☑ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe:		
All stormwater discharges from the site will be directed to the Mohawk River. There are no proposed changes to discharges and changes to existing cover type will be minimal.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town of Rotterdam Date: 1/18/24

Signature: Peter Comenzo Title: Senior Planner

PRINT FORM

EAF Mapper Summary Report

Tuesday, January 16, 2024 4:53 PM



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



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

RESOLUTION NO. 79.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands, located at Highbridge Road, Mercer Street, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2024 to amend Chapter 270, Zoning, of the Town Code, for a change of zone from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) at the properties located at Highbridge Road, Mercer Street, and Sherman Street that comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1, to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands.

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

SECTION 3. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: B-1 Retail Business

Proposed Zone Classification: B-2 General Business

PART II
GENERAL INFORMATION

Legal Owner's Name: Valentine Family Estate and attorney contact is Michael Mullaney, Esq.
Mailing Address: 43 British American Boulevard
City: Latham State: New York Zip: 12110
Daytime Phone: (518) 459-2100 E-mail: mmullaney@pierrolaw.com

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Charles Marshall - Stewart's Shops Corp.

Mailing Address: P.O. Box 435
City: Saratoga Springs State: New York Zip: 12866
Daytime Phone: (518) 581-1201 ext 4435 E-mail: cmarshall@stewartsshops.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.84 ac
Assessor Tax Parcel No.(s) of Site: 59.16-2-10.0; 59.16-2-9.2; 59.16-2-9.1; 59.16-2-40.2;59.16-2-40.1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.)

Street Address of Proposed Site (if any): 110 Highbridge Rd

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Existing use are vacant land and under utilized structures

School District: Mohonasen Fire District: Rotterdam 3

Water Supply: Public

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

Highbridge Rd bound by Sherman and Mercer

Name of Public Road(s) Providing Access: Highbridge Rd, Mercer St and Mercer Ave

Width of Property Fronting on the Existing Public Road in Linear Feet: Highbridge: 263ft Mercer: 132 ft Sherman: 315 ft

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (X) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? Contract vendee

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

Comprehensive Plan page I-2 discussion on roadway network and viability discussion continues on III-3 where 2008 transportation study analyzed and need for infill development.

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 _____

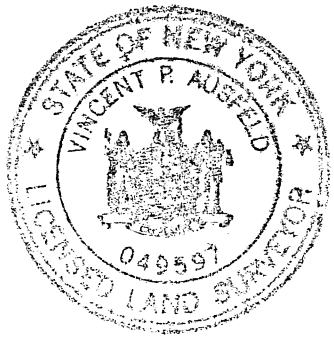
Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (X) Septic Tank & Leachfield
( ) Other, please describe _____

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: 1/10/24
Address: 323 CLINTON ST Phone: 518-346-1595
SCHENECTADY NY Zip: 12305



PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

Ausfeld & Waldruff Land Surveyors LLP
514 State Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awlsllp.com

LEGAL DESCRIPTION

Combined Legal Description
High Bridge Road

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

Beginning at a point located at the intersection of northerly line of High Bridge Road with the westerly line of Mercer Avenue; thence from said point of beginning and along said northerly line of High Bridge Road, the following three courses: 1) North 85°46'15" West, 137.62 feet to a point; 2) N 80°18'15" West, 112.94 feet to a point and 3: along a curve to the right having a radius of 60.00 feet, an arc length of 70.65 feet and bearing a chord of North 46°34'15" West, 66.64 feet to a point; thence along the easterly line of Sherman Avenue, North 12°50'15" West, 258.99 feet to a point; thence along the lands now or formerly of Rachel & Nathan Graber (Book 2076, Page 785), North 77°09'45" East, 150.00 feet to a point; thence along the lands of Carol Putorti (Book 1801, Page 48), John Bailey & Delores Dumar (Book 2099, Page 112) and Elizabeth Knight (Book 2017, Page 35), South 12°50'15" East, 160.00 feet to a point; thence continuing along the aforesaid lands of Knight, North 77°09'45" East, 150.00 feet to a point; thence along the aforesaid westerly line of Mercer Avenue, the following two courses: 1) South 12°50'15" East, 122.61 feet to a point and 2) South 00°22'45" West, 118.61 feet to the point or place of beginning.

Containing in all 1.861 acres of land being more or less.

January 11, 2024 Vincent P. Ausfeld P.L.S.

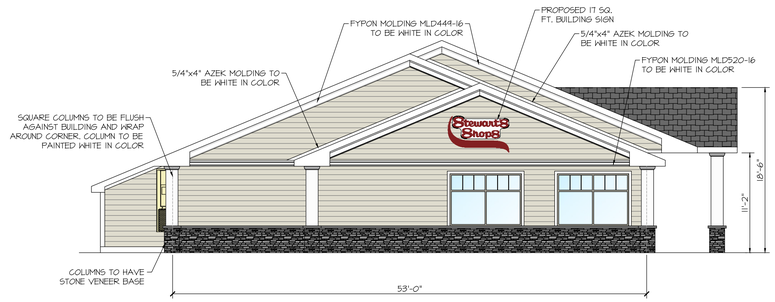
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PROPOSED STEWART'S SHOP

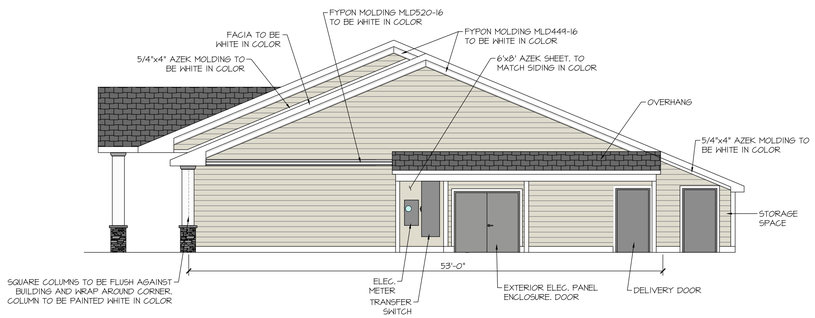
1098 HIGHBRIDGE ROAD - SCHENECTADY (T/ ROTTERDAM), NY 12303



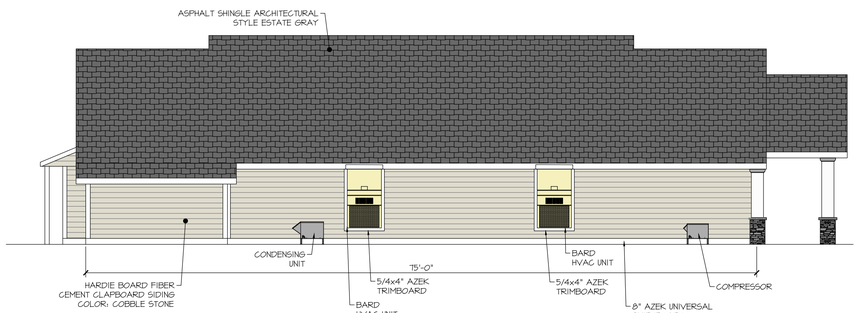
SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION

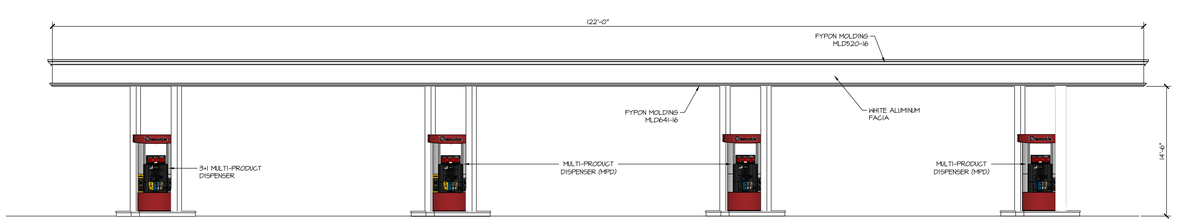


PROPOSED FREESTANDING SIGN

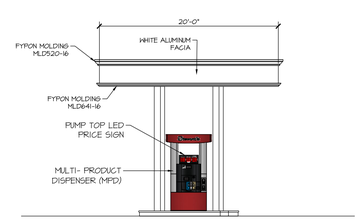
SIZE: - 7'-10"x8' = 63 SQ. FT.

LETTERS: - 1/8" PLEXIGLASS FACE ON 4-1/2" THICK CAN

ILLUMINATION:
- INTERNALLY ILLUMINATED WITH LED LIGHTING
- BURGUNDY LETTERS
- WHITE COLOR BACKGROUND
- 16" RED LED GAS PRICE NUMBERS
- 16" GREEN LED DIESEL PRICE NUMBERS



GAS CANOPY FRONT ELEVATION



GAS CANOPY SIDE ELEVATION

Stewart's Shops

TYPICAL BUILDING SIGN

SIZE: - 17 SQ. FT.

LETTERS: - 1/8" PLEXIGLASS FACE ON 4-1/2" THICK CAN

ILLUMINATION:
- INTERNALLY ILLUMINATED WITH LED LIGHTING
- BURGUNDY LETTERS
- WHITE COLOR BACKGROUND

STATE OF NEW YORK · SCOTT EDWIN KRISTNER · 091096 · LICENSED PROFESSIONAL ENGINEER

ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE EDUCATION LAW

STORE NAME, ABBREVIATION & NO.: HIGHBRIDGE ROAD - HBR - 400

SITE LOCATION: 1098 HIGHBRIDGE ROAD - SCHENECTADY (T/ ROTTERDAM), NY 12303

DATE	NO.	REVISIONS
.	.	.

Stewart's Shops
SARATOGA SPRINGS, NY 12866
TEL. (518)581-1200 FAX (518)581-1209

DRAWN BY: JRG
SCALE: AS SHOWN
DATE: 1/2/24

DRAWING NO.: T-1

TITLE: TITLE SHEET



N
W E
S

STATE OF NEW YORK
SCOTT EDWIN KRIEGER
091096
LICENSED PROFESSIONAL ENGINEER

ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE EDUCATION LAW

STORE NAME, ABBREVIATION # NO.
HIGHBRIDGE ROAD - HBR - 400

SITE LOCATION
1098 HIGHBRIDGE ROAD - SCHENECTADY (T/ ROTTERDAM), NY 12303

DATE	NO.	REVISIONS
.	.	.

Stewart's Shops
SARATOGA SPRINGS, NY 12866
TEL. (518)581-1200 FAX (518)581-1209

DRAWN BY: JRG
SCALE: 1"=30'
DATE: 1/2/24

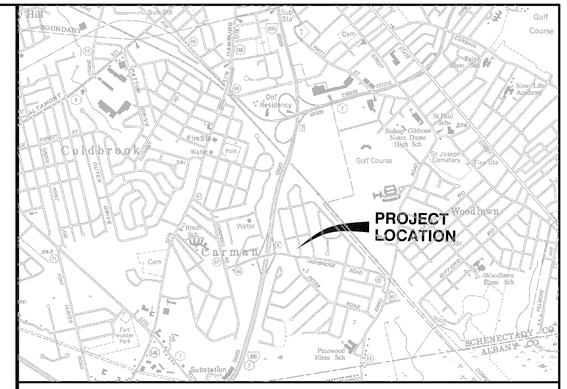
DRAWING NO.
S-2

TITLE:
PROPOSED SITE PLAN



LEGEND:

- CB — CATCH BASIN
- HYD — HYDRANT
- LP — LIGHT POLE
- SMH — SANITARY MANHOLE
- SMH — STORM MANHOLE
- EMH — ELECTRIC MANHOLE
- WV — WATER VALVE
- TEL PED — TELEPHONE PEDESTAL
- EMH — ELECTRIC BOX
- ELEC. TRANS — ELECTRIC TRANSFORMER
- UP — UTILITY POLE
- TMH — TELEPHONE MANHOLE
- TCB — TRAFFIC CONTROL BOX
- TSP — TRAFFIC SIGNAL POLE
- G — GAS LINE
- S — SANITARY LINE
- ST — STORM LINE
- W — WATER LINE
- T — TELEPHONE LINE
- OH — OVERHEAD WIRES
- + 357.52 — SPOT ELEVATION
- CIRF — CAPPED IRON ROD FOUND
- IRF — IRON ROD FOUND
- IPF — IRON PIPE FOUND
- LA — LANDSCAPED AREA
- RD — ROOF DRAIN
- SB — SOIL BORING
- MW — MONITORING WELL
- GMK — GAS MARKER POST
- EM — ELECTRIC METER
- GM — GAS METER



SITE LOCATION PLAN: 1"=2000'

LEGAL DESCRIPTION - COMBINED:

ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF NORTHERLY LINE OF HIGH BRIDGE ROAD WITH THE WESTERLY LINE OF MERCER AVENUE; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHERLY LINE OF HIGH BRIDGE ROAD, THE FOLLOWING THREE COURSES: 1) NORTH 85°46'15" WEST, 137.62 FEET TO A POINT; 2) N 80°18'15" WEST, 112.94 FEET TO A POINT AND 3: ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 70.65 FEET AND BEARING A CHORD OF NORTH 46°34'15" WEST, 66.64 FEET TO A POINT; THENCE ALONG THE EASTERLY LINE OF SHERMAN AVENUE, NORTH 12°50'15" WEST, 258.99 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF RACHEL & NATHAN GRABER (BOOK 2076, PAGE 785), NORTH 77°09'45" EAST, 150.00 FEET TO A POINT; THENCE ALONG THE LANDS OF CAROL PUTORTI (BOOK 1801, PAGE 48), JOHN BAILEY & DELORES DUMAR (BOOK 2099, PAGE 112) AND ELIZABETH KNIGHT (BOOK 2017, PAGE 35), SOUTH 12°50'15" EAST, 160.00 FEET TO A POINT; THENCE CONTINUING ALONG THE AFORESAID LANDS OF KNIGHT, NORTH 77°09'45" EAST, 150.00 FEET TO A POINT; THENCE ALONG THE AFORESAID WESTERLY LINE OF MERCER AVENUE, THE FOLLOWING TWO COURSES: 1) SOUTH 12°50'15" EAST, 122.61 FEET TO A POINT AND 2) SOUTH 00°22'45" WEST, 118.61 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING IN ALL 1.861 ACRES OF LAND BEING MORE OR LESS.

TAX PARCEL NUMBER:

TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK SEC. 59.16 – BLK. 2 – PARCELS 10, 9.1, 9.2, 40.2 & 40.1.

DEED REFERENCES:

1. MOBIL OIL CORPORATION TO PHILOMENA VALENTINE DATED NOVEMBER 2, 1987, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 1169, PAGE 233.

2. VINCENZO AND BIAGIO POLSINELLI TO PHILOMENA VALENTINE DATED APRIL 28, 1961, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 809, PAGE 649.

3. VINCENZO AND BIAGIO POLSINELLI TO PHILOMENA VALENTINE DATED JUNE 27, 1960, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 799, PAGE 25.

4. VINCENZO AND BIAGIO POLSINELLI TO BENJAMIN AND PHILOMENA VALENTINE DATED SEPTEMBER 25, 1956, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 741, PAGE 342.

MAP REFERENCES:

1. "HIGH BRIDGE MANOR, MAP NO. 4, LANDS OF VINCENT POLSINELLI" PREPARED BY C.T. MALE ASSOCIATES, DATED JULY 9, 1959, AND FILED IN THE SCHENECTADY COUNTY CLERKS OFFICE ON OCTOBER 27, 1959 IN PLAT CABINET G, MAP 221.

2. "MAP #2 OF HIGH BRIDGE MANOR, DATED FEBRUARY 25, 1949, PREPARED BY WALTER E. MAXWELL, AND FILE IN THE SCHENECTADY COUNTY CLERKS OFFICE ION APRIL 29, 1949 IN PLAT CABINET G, MAP 123.

3. "INTERSTATE RTE. CONNECTION NO. 550–2–1.1 SCHENECTADY SPUR, MAP NO. 365, PARCEL 371 AND MAP 339, PARCEL 339, FURNISHED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, REGION ONE.

GENERAL NOTES:

HORIZONTAL DATUM IS NEW YORK STATE PLANE EAST ZONE, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY

VERTICAL DATUM IS NAVD88, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

SURVEYED FROM RECORD DESCRIPTION AND AS IN POSSESSION.

SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.

SURVEY SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.

SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.

UNDERGROUND FACILITIES AND STRUCTURES SHOWN HEREON WERE TAKEN FROM DATA OBTAINED FROM PREVIOUS MAPS AND RECORD DRAWINGS. ALL ABOVE GROUND STRUCTURES AND SURFACE FEATURES SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. THE UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION AND CONSTRUCTION.

HIGHBRIDGE ROAD

BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF PHILOMENA VALENTINE

TOWN OF ROTTERDAM	SCHENECTADY COUNTY, N.Y.
SCALE: 1"=20'	JANUARY 10, 2024
DRAWN BY: JH	PROJECT NO: 23-3616

REVISION:
DATE:

Ausfeld & Waldruff Land Surveyors LLP
323 CLINTON STREET, SCHENECTADY NY
Phone: (518) 346-1595 Fax: 518-770-1655

VINCENT P. AUSFELD P.L.S.
LICENSE #049597
www.awlsllp.com

Drawing Name: Z:\PROJECTS\2023\23-3616\dwg\23-3616-BM.dwg
Xref's Attached:
Date Printed: Jan 11, 2024, 9:10am

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information		
Stewart's Shops Corp.		
Name of Action or Project: Stewart's Shops Highbridge Road		
Project Location (describe, and attach a location map): Higbridge Road bound by Sherman St and Mercer Ave		
Brief Description of Proposed Action: Stewart's proposes the rezoning of 5 parcels currently zoned B1 with frontage on Highbridge Rd, Mercer Ave and Sherman St. Upon rezoning the parcels, Stewart's will seek Planning Board approval for a new Stewart's Shop (convenience store) with self-service gasoline. Any structures on the property will be razed to enable the construction of new improvements.		
Name of Applicant or Sponsor: Stewart's Shops Corp.	Telephone: (518) 581-1201 ext 4435 E-Mail: cmarshall@stewartsshops.com	
Address: P.O. Box 435		
City/PO: Saratoga Springs	State: NY	Zip Code: 12866

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☐	☑
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Rotterdam Planning and ZBA Schenectady County DPW	☐	☑

3. a. Total acreage of the site of the proposed action? 1.8 acres
   b. Total acreage to be physically disturbed? 1.5 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.8 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
Meets but does not exceed _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____		
Private sewer	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe:		
Proposing to tie into existing roadway drainage courses		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	☐	☑
Temporary impoundment of stormwater before release to conveyance systems		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

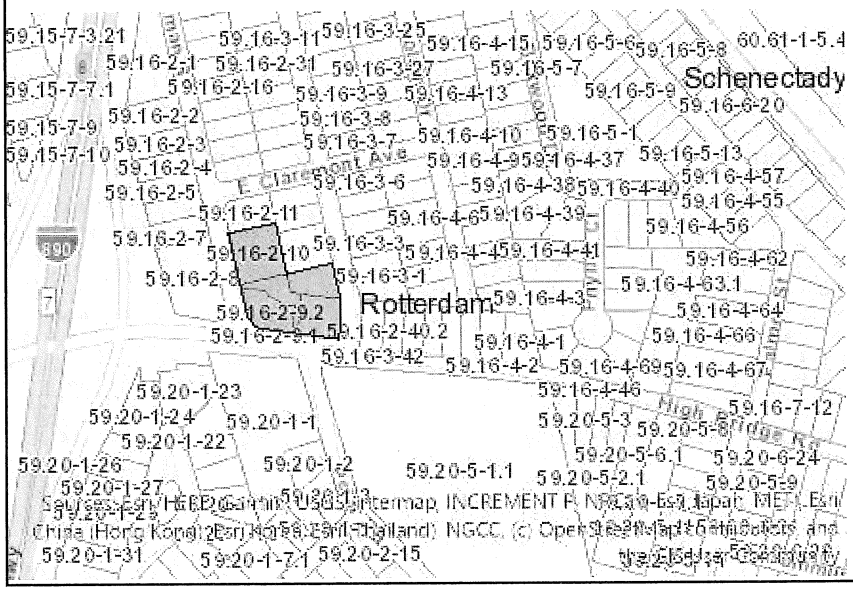
Applicant/sponsor/name: Stewart's Shops Corp Date: 1/10/24

Signature: Charles Marshall (Charles Marshall) Title: Real Estate Rep

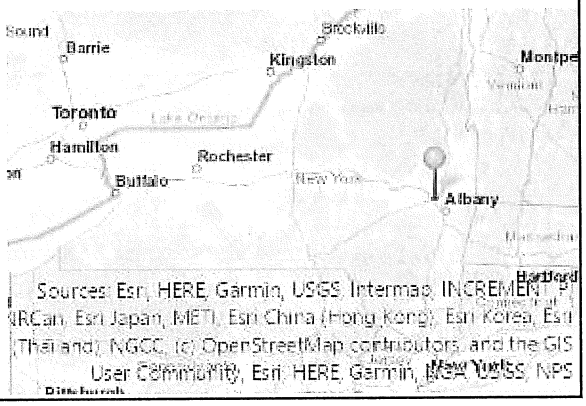
PRINT FORM

EAF Mapper Summary Report

Monday, January 8, 2024 8:42 PM



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



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

RESOLUTION NO. 80.24

TO AUTHORIZE A YEARLY SERVICE AGREEMENT WITH TRANE U.S. INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with TRANE U.S. Inc., located at 301 Old Niskayuna Road, Suite 1, Latham New York 12110, for a yearly service contract at 1100 Sunrise Blvd, Schenectady New York, 12306, in the amount not to exceed four thousand eight hundred forty-nine and 00/100 ($4,849.00) dollars for the 2024 calendar year, for heating and cooling system inspections and maintenances.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 19, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	James Keith – Senior Building Inspector JK
TITLE OF REQUEST:	Authorize the Supervisor to sign **yearly service** agreement with TRANE for heating and cooling system effective January 1, 2024.
TOWN BOARD MEETING:	January 24, 2023
Background Information:	TRANE installed Tracer Summit Program and updated in approximately 2009 and the Town has been using this system to heat and cool the building. TRANE is the sole provider.
Evaluation/Analysis:	TRANE is the provider for the heating and cooling system at Town Hall.
Recommendation(s):	Authorize Supervisor to sign the yearly service agreement for Trane in the amount of $4,849.00.
Attachment/Document(s):	TRANE service agreement.
Compliance with Purchasing Policy:	Yes.
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

SCHEDULED
SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
301 Old Niskayuna Road, Suite 1
Latham, NY 12110

Trane Representative
Jacob Schatz
Cell: (518) 598-5485
Office: (518) 785-1315

Proposal ID
7497101

Master Agreement
7079549

Contact Telephone Number for Service
(518) 724-1433

Company Name
Rotterdam Town Of
1100 SUNRISE BLVD DPW
Schenectady, NY 12306-1230

Site Address
Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

October 24, 2023



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP) O&M Guide 2010*

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.







WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



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HVAC EQUIPMENT COVERAGE

Rotterdam Town Hall

The following "Covered Equipment" will be serviced at Rotterdam Town Hall:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E22K14087	

The following is an overview of Trane's Scope of Services to be performed on Covered Equipment. Items marked are included in this Agreement.

CONTROLS

Preventative Maintenance Inspections:

Quantity (2) During Contract Period (8 Hours Each)

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Tracer Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

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REMOTE BAS SERVICE SUPPORT: YEARLY

Trane will provide limited customer support\assistance during the normal business hours, Monday through Friday (except holidays). This service requires remote connectivity to the site.

Advantages:
Support\assistance from an experienced technician with faster response time.
Pre-evaluation of a trouble call allows for a technician to be better prepared (parts, etc.) prior to dispatch
Shorter recovery time from problems
Possible continuous training of personnel on Trane software
Better tracking for software updates, may be able to be accomplished remotely

BAS SYSTEM PERFORMANCE AND EVALUATION: BIANNUALREPORT BY REMOTE SERVICE SPECILAIST

Provide a biannual report with high level overview of BAS System Performance

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode

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PRICING AND ACCEPTANCE

Rotterdam Town Of
1100 SUNRISE BLVD DPW
Schenectady, NY 12306-1230

Site Address:
Rotterdam Town Hall
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Scheduled Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	4,849.00	4,849.00	Annual

☐ Anticipation Discount Program (ADP). A one-time **3%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **145.47 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning January 1, 2024. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (518) 724-1433 or by direct mail addressed to: 301 Old Niskayuna Road, Suite 1, Latham, NY 12110.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

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Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Jacob Schatz
_____ Printed Name	Proposal Date: October 24, 2023 Cell: (518) 598-5485 Office: (518) 785-1315
_____ Title	License Number:
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning January 1, 2024.
Total Contract Amount: $4,849.00 USD.

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TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening

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and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold

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harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Vendor will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

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e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a

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review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

    Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

16. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME:

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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RESOLUTION NO. 81.24

AUTHORIZING CHANGE ORDER NO. 1 WITH VAD CONTRACTORS INC. FOR THE SENIOR CENTER ROOF REPLACEMENT 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 Change Order No. 1 with VAD Contractors Inc., located at 1885 Hylan Boulevard #1059, Staten Island, New York 10305, for the Senior Center Roof Replacement Project, to replace deteriorated sheathing with new plywood sheathing on the existing asphalt shingle roof, for a cost increase of one thousand eight hundred forty three and 00/100 ($1,843.00) dollars, and a new contract sum totaling one hundred ninety seven thousand six hundred forty three 00/100 ($197,643.00) dollars.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 10, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #1- VAD Contractors Inc.
TOWN BOARD MEETING:	January 24, 2024
Background Information:	VAD Contractors Inc. is the contractor for the Senior Center Roof Replacement Project.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for VAD Contractors Inc. for the Senior Center Roof Replacement Project for providing and installing 128 square feet of new plywood sheathing to replace deteriorated sheathing on existing asphalt shingle roof.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with VAD Contractors Inc. in amount not to exceed $1,843.00.
Attachment/Document(s):	Barton & Loguidice Change Order dated January 8, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

BARTON & LOGUIDICE, D.P.C.
10 Airline Drive #200
Albany, New York 12205
(518) 218-1801

CHANGE ORDER NO:	1	DATE:	January 8, 2024
CONTRACT NO.:	1 – General Construction	FILE:	904.054.001

PROJECT: Town of Rotterdam Senior Center Roof Replacement Project

OWNER: Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

CONTRACTOR: VAD Contractors Inc.
1885 Hylan Boulevard #1059
Staten Island, New York 10305

AUTHORIZATION IS HEREBY GRANTED FOR THE FOLLOWING CHANGE:

Description of Change Order:

Provide and install 128 square feet of new plywood sheathing to replace deteriorated sheathing on existing asphalt shingle roof in accordance with Additive Bid Item No. 2.

CHANGE ORDER NO.: 1 FILE: 904.054.001

CONTRACT NO.: 1 – General Construction

Reason for Change Order:

To replace deteriorated sheathing with new plywood sheathing on the existing asphalt shingle roof.

Revised Contract Amount:

Original Contract Amount	$195,800.00
Change Order No. 1	$ 1,843.00
Revised Contract Amount	**$197,643.00**

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all costs relative to the change itself and all other impacts that this change may have on the project. The Contractor hereby acknowledges that it has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

APPROVALS:

OWNER: _____ DATE: _____

CONTRACTOR: Venera Krasniqi President _____ DATE: 1-8-24

ENGINEER: _____ DATE: 01/09/2024

CONTRACTORS INC
1885 Hylan Blvd #1059
Staten Island, NY 10305
TEL: (718) 500-3011
EMAIL: vadcontractors@gmail.com

Date: January 8, 2024 **Change Order Proposal # 1**

Owner/ Town of Rotterdam
1100 Sunrise Boulevard Rotterdam, New York 12306

Architect/ BARTON & LOGUIDICE, D.P.C.
10 Airline Drive #200
Albany, New York 12205
(518) 218-1801

RE: Town of Rotterdam Senior Center Roof Replacement Project

Total Labor cost: 2 men x 5 hours = 10 hours @ $126.75 = $1,267.00

Materials:
Sheets of wood at $50 x 4 = $200.00
Fastens, miscellaneous and other: $69.00

Total Material Cost: $269.00

Total Cost $1,536.00

10% Overhead ……..…….=$153.50
10% Profit……..=$153.50

Total dollar amount for this Change Order: $1,843.00

Accepted by:

_____ Sign: _____

_ Name: Venera Krasniqi Name: _____

RESOLUTION NO. 82.24

AUTHORIZING CHANGE ORDER NO. 2 DEDUCTION WITH VAD CONTRACTORS INC. FOR THE SENIOR CENTER ROOF REPLACEMENT 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 Change Order No. 2 deduction with VAD Contractors Inc., located at 1885 Hylan Boulevard #1059, Staten Island, New York 10305, for the Senior Center Roof Replacement Project, to repair water damaged electrical components, for a cost decrease of one thousand two hundred twenty five and 00/100 ($1,225.00) dollars, and a new contract sum totaling one hundred ninety six thousand four hundred eighteen 00/100 ($196,418.00) dollars.

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 19, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #2- VAD Contractors Inc.
TOWN BOARD MEETING:	January 24, 2024
Background Information:	VAD Contractors Inc. is the contractor for the Senior Center Roof Replacement Project.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for VAD Contractors Inc. for the Senior Center Roof Replacement Project for a deduct change order to repair water damaged electrical components.
Recommendation(s):	Authorize the Supervisor to sign the deduct change order agreement with VAD Contractors Inc. in amount of $1,225.00.
Attachment/Document(s):	Barton & Loguidice Change Order dated January 19, 2024.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

BARTON & LOGUIDICE, D.P.C.
10 Airline Drive #200
Albany, New York 12205
(518) 218-1801

CHANGE ORDER NO:	2	DATE:	January 19, 2024
CONTRACT NO.:	1 – General Construction	FILE:	904.054.001

PROJECT: Town of Rotterdam Senior Center Roof Replacement Project

OWNER: Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

CONTRACTOR: VAD Contractors Inc.
1885 Hylan Boulevard #1059
Staten Island, New York 10305

AUTHORIZATION IS HEREBY GRANTED FOR THE FOLLOWING CHANGE:

Description of Change Order:

Repair electrical components damaged by water.

CHANGE ORDER NO.: 2 FILE: 904.054.001

CONTRACT NO.: 1 – General Construction

Reason for Change Order:

To repair water damaged electrical components.

Revised Contract Amount:

Original Contract Amount	$195,800.00
Change Order No. 1	$1,843.20
Change Order No. 2	($1,225.00)
Revised Contract Amount	**$196,418.00**

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all costs relative to the change itself and all other impacts that this change may have on the project. The Contractor hereby acknowledges that it has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

APPROVALS:

OWNER: _____ DATE: _____

CONTRACTOR: Shef Krasniqi (Vice President) DATE: Shef Krasniqi 01/19/24

ENGINEER: Joshua D Conley DATE: 01/19/2024

ED'S ELECTRICAL CONTRACTING INC
864 Burdeck Street
Schenectady, NY 12306 US
518-355-4075
amy@edselectricalny.com

INVOICE

BILL TO
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

INVOICE # 2601
DATE 01/10/2024

TERMS Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
01/09/2024	Ed Kulbako	4	175.00	700.00
01/09/2024	Justin Kulbako	3	175.00	525.00
	Attn: Jim Keith Re: Senior Center - Water Damage 1) Meet with contractor on 1/8/24 to go over damage. 2) Replace all branch breakers and re-lug mains to assure all connections are clean. 3) Test voltages.			0.00

SUBTOTAL	1,225.00
TAX	0.00
TOTAL	1,225.00
BALANCE DUE	**$1,225.00**

RECEIVED
JAN 10 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

RESOLUTION NO. 83.24

ALLOWANCE FOR THE INSTALLATION OF A SMALL-SCALE SOLAR ARRAY FOR USE BY THE HUNGRY CHICKEN COUNTRY STORE LOCATED IN THE AO AQUIFER AREA OVERLAY DISTRICT AT 661 RIVER ROAD IN ROTTERDAM, NEW YORK

WHEREAS, Jeffery Klein has requested approval to allow for the installation of an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located at 661 River Road in Rotterdam, New York; and

WHEREAS, the project is classified as an Unlisted Action pursuant to 6 NYCRR Part 617.5 of the State Environmental Quality Review Act; and

WHEREAS, the Rotterdam Planning Commission has reviewed and granted final approval to the site plan on January 23, 2024, and

WHEREAS, pursuant to the provisions contained in Article XIV entitled "AO Aquifer Area Overlay District" the Town Board of the Town of Rotterdam must make a final determination on all proposals for property located in the Aquifer Area Overlay Zone, NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1: Pursuant to Part 6 NYCRR Part 617 of the Environmental Conservation Law entitled, "State Environmental Quality Review Act", the Town Board of the Town of Rotterdam does hereby concur with the Planning Commission's Determination of Non-Significance issued on January 23, 2024 that this Unlisted Action satisfies the requirements of the State Environmental Quality Review Act.

SECTION 2: The Town Board of the Town of Rotterdam hereby approves the installation of an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located in the Aquifer Area Overlay Zone at 661 River Road in Rotterdam, New York.

SECTION 3. This Resolution shall become effective January 24, 2024.
DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 16, 2024

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Town Planner PC

TITLE OF REQUEST: Allowance for the installation of a small-scale solar array for use by the Hungry Chicken Country Store located in the AO Aquifer Area Overlay District at 661 River Road in Rotterdam, New York

TOWN BOARD MEETING: January 24, 2024

Background Information:

Owners: Jeffery Klien
661 River Road
Schenectady, NY 12306

Tax Map Numbers: 28.00-3-4

Town Board authorization pursuant to Article XIV entitled "AO Aquifer Area Overlay District" to allow for the installation of an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store.

Evaluation/Analysis: The Town Board shall review actions requiring Building Permits and Planning Commission (PC) approval in the Aquifer Overlay District. PC to approval anticipated on this project on January 23, 2024.

Recommendation(s): Approval to allow for the installation of an 18.225kW ground mounted small-scale solar array on a ±10-acre parcel for use by the Hungry Chicken Country Store, located at 661 River Road in Rotterdam, New York

Attachment/Document(s): Site Plan Application
Letter from Jason Pelton dated January 2, 2024

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Article XIV – AO Aquifer Overlay District

LEGISLATION WILL BE PREPARED BY: Senior Planner

Town of Rotterdam

Office of the Planning Commission

SITE PLAN/SPECIAL USE PERMIT APPLICATION AND PROCEDURES

Application Fees

Site Plan:	Application	$350
	Final Site Plan	$350

Special Use Permit & Advertising Fee (IF REQUIRED): $500 & Actual Cost
Fee in lieu of parkland (additional lots): $600 per dwelling unit

Part I

PROCEDURES TO APPLY FOR SITE PLAN AND/OR SPECIAL USE PERMIT

1. The applicant must submit twelve (12) complete sets to the Department Public Works along with an electronic set. The permitting process for an application will take an average of 45 days to complete.
   a. An application for a site plan/special use permit (see attached);
   b. A scaled drawing showing, in detail, the site of the proposed use in which site plan approval/special use permit is needed. The requirements for the site plan are outlined in Part II of this application form entitled TOWN OF ROTTERDAM PLANNING COMMISSION SITE PLAN CHECKLIST. In addition to the site plan, the following items must also be enclosed.
      1. Vicinity map
      2. Legal Description and deed to property (be as complete as possible)
   c. A check with applicable fee(s) made payable to "Town of Rotterdam" and submitted with the completed Site Plan/Special Use Permit application. This fee is non-refundable.
   d. An Environmental Assessment Form and Checklist are required to identify impacts from your proposal.
   e. Either the applicant or the Department, depending on the type and scope of the application may request a meeting with the Department of Public Works. These meetings occur on a weekly basis.
   f. Please note that if you are changing the use of a building or portion thereof, you may be required to make changes to the building to comply with the Uniform Building Code, Uniform Fire Code, and Americans with Disabilities Act, etc. You must apply for a Commercial/Residential Building Permit if you are changing the use of a building or modifying a structure for the Special Use Permit to determine if any modifications are required.

2. The Department of Public Works Staff will do the following:
   a. Schedule and conduct meetings with the applicant as needed.
   b. Mail copies of the application materials to involved/interested agencies for comments and/or requirements.
   c. Provide the Planning Commission with written comments from DPW staff on the proposal.
   d. Compose and publish legal notice of the public hearing for a special use permit according to the requirements of the law.
   e. Prepare documents for review by Planning Commission members prior to the meeting/hearing in order to allow board members sufficient time to review the material and conduct site visits (if needed).

3. **The Planning Commission** typically meets on the first and third Tuesday of each month except in June, July and August. Please check www.rotterdamny.org for a list of meetings. The application is first reviewed at a public meeting where the Planning Commission members see the application for the first time and may question the applicant and ask for additional information and/or suggest modifications to the proposal. At this public meeting, the applicant or representative shall be present to answer any questions the Planning Commission members may have relative to the proposed use. In order for the Planning Commission to take final action on a special use permit, it must do so at an advertised open record public hearing.

4. **Review:** The Planning Commission typically will review a project three times before making a decision. This is done in order to allocate sufficient time to review the application materials, allow interested agencies to provide comments, and conduct site visits if necessary. It also allows the applicant sufficient time to modify the site plan if necessary, and clarify/resolve any issues raised by the Planning Commission or Public Works Department. In some instances, the Planning Commission Chairman may determine that the application is relatively simple and/or the site plan is essentially complete and allow the applicant to bypass the sketch review and reduce the review period. If there are time constraints on the applicant to obtain a decision from the Planning Commission rather quickly, it is strongly suggested that all of the site plan items outlined in the Site Plan Checklist (Part II) are as complete as possible.

5. **Final Hearing/Meeting:** After the final open record public hearing (Special Use Permit) or meeting (Site Plan) and based upon findings of fact, the Planning Commission will determine whether the Special Use Permit and/or Site Plan is to be approved, approved with conditions, or denied.

Part II
TOWN OF ROTTERDAM
PLANNING COMMISSION SITE PLAN CHECKLIST

The following is a list of Site Plan Requirements as outlined in § 270-132 of the Town of Rotterdam Zoning Code. All required information should be contained in the application unless specifically waived by the Planning Commission. Failure to submit will cause delay.

Section A *Preliminary plans. Application for preliminary site plan approval shall be accompanied by the following information located on the site plan. Failure to complete this information will result in a determination of "incomplete" and the application will be held in abeyance pending receipt of all required information.*

1. X A map of the applicant's entire lot, plot or parcel of land at the scale of one inch equals 40 feet, unless the Planning Board determines a different scale more appropriate, showing all properties, subdivisions, streets, watercourses and easements which pass through the property or are known to abut the applicant's property.
2. X The name and address of the applicant, contract vendee or owner and title of drawing.
3. X The North symbol, date and scale.
4. X The name, address, title and license number of the person or firm responsible for the preparation of the map.
5. ____ Structures and circulation: twelve (12) sets of preliminary plans, electronic copy, elevations and sections of proposed structures and roads, showing the proposed location, use and design of all buildings and structures, dimensions, square footage, including any proposed division of buildings into units of separate occupancy and location of driveways thereto, and showing the proposed location of all roads, pedestrian walkways and fire lanes.
6. X Landscaping: Show location, dimension, type, and condition of existing landscaping, and location, dimension and type of proposed landscaping.
7. NA Cut and fill: extent and amount of cut and fill for all disturbed areas, including before and after profiles of typical development areas, parking lots and roads.
8. NA Stormwater retention: provisions for on-site stormwater retention basins during and after construction, designed to handle any increased rate of runoff.
9. NA Wells: location and test yields in gallons per minute of all proposed on-site wells.
10. NA Drainage fields or dry wells: location and percolation test results of all proposed drainage fields or dry wells.
11. NA Water supply and sewage disposal: description of method of water supply and sewage disposal and location of such facilities.
12. ✓ Location of existing wetlands and floodplains.
13. NA Lighting, power and communication facilities: location and design of lighting, power, fiber optic and communication facilities.
14. NA Signs: location, design and size of all signs.
15. NA Site improvements: location of all existing and proposed drains, culverts, retaining walls and fences.
16. NA Outdoor storage: location of any outdoor storage and other accessory uses.
17. NA Uses: detailed breakdowns of all proposed floor space by type of use.
18. NA Other industrial uses: In an industrial district, specific uses proposed, number of employees for which buildings are designed, type of power to be used for any manufacturing process and the proposed method of disposal of such wastes or by-products shall also be shown.
19. X State Environmental Quality Review (SEQR): No application shall be deemed complete without compliance with SEQR www.dec.ny.gov/docs/permits_ej_operations_pdf/seafpartone.pdf

Section B **The Planning Commission often requests these additional information items during the preliminary meeting. The applicant is typically requested to modify the site plan or explain this information in more detail at the meeting. This usually involves the expenditure of additional time and expense to the applicant.**

If these additional information items are included with the initial submittal, it may be possible to skip over the initial sketch plan review meeting and proceed directly to preliminary plan review. Answering these information items now may reduce the review time by a minimum of two (2) to four (4) weeks. The decision to allow the applicant to waive the sketch meeting shall reside with the Planning Commission Chairman after consultation with the Town of Rotterdam Department of Public Works.

1. NA Show location of snow storage area or indicate if it will be removed off site. In addition, provide a note on the site plan that reads "Snowfall accumulations in excess of four (4) inches shall be removed from all parking areas/walkways within 48 hours."
2. ✓ Provide a signature space for the Planning Commission Chairman with the following wording below the signature line **"Chairman, Rotterdam Planning Commission: Date:_____".**
3. NA Show location and dimension of all entrances and exits to all building(s), specify which are handicap accessible, and indicate the primary exit(s) and emergency exits.
4. ✓ Show location and dimension of all entrances and exits to the site, and indicate the primary entrance/exit.
5. NA Show handicap parking space(s) and striping from the space(s) to the handicap entrance(s).
6. ✓ Show location, dimension, type, and condition of all existing and proposed paved areas, parking areas with striping, and sidewalks. Indicate which exist and which are proposed.
7. NA Show location, dimension, type, and condition of refuse/dumpster area and any existing/proposed screening.
8. NA Show location of all external vents, propane tanks, HVAC units, and other accessory external structural features.
9. NA Show location of drive-thru window and corresponding traffic circulation pattern(s) if applicable.
10. NA Provide documentation from the Town of Rotterdam Water Department that a consultation has occurred and provide water meter with current reading.
11. NA Show location of all outdoor lighting fixtures and provide a note on the face of the plan that states: "All lighting shall be shielded and/or placed in such a manner as to prevent off-site illumination"
12. NA Show location, type, and size of existing and proposed fencing and buffer screening.
13. ✓ Add note on the face of the site plan that reads "Development must meet all NYS Building and Fire Codes."
14. ✓ Add note on the face of the site plan that identifies the zoning of the subject property.

____ I have completed all of the above requested items which apply to this site plan **under Section A** and request that this application be placed on the next available Planning Commission meeting for sketch plan review.

X I have completed all of the above requested items which apply to this site plan **under Section A and Section B** and request that this application be placed on the next available Planning Commission meeting for preliminary review.

Jim Gardner
Print Name

11/1/23
Date

Signature

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

PART III

SPECIAL USE PERMIT/SITE PLAN APPLICATION
General Information

Legal Owner's Name: Jeffrey Klein

Mailing Address: 661 River Rd

City: Schenectady State: NY Zip: 12306

Daytime Phone: 518-441-4770 E-mail: jeffklein05@gmail.com

If applicant is not the owner, include the written owner authorization form below (See Part IV) designating the contact to serve as representative.

Owner's Designated Contact: Alex Martin: Kasselman Solar, LLC.

Mailing Address: 279 Broadway bldg 2

City: Menands State: NY Zip: 12204

Daytime Phone: (518) 300-0633 E-mail: amartin@kasselmansolar.com

Project/Proposal Site Area (Acres or sq. ft.): 10 Acres
Assessor Tax Parcel No.(s) of Proposal Site: 28.-3-4

Adjacent Area Owned or Controlled (Acres or sq. ft.): N/A
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled: N/A

Street Address of Proposed Site (if any): 661 River Rd

Describe Existing Use(s) on Proposed Site (Such as buildings, well, sewer drainfield and others):
Single family residence with Commercial use

Existing Zoning Classification: Agricultural

School District: _____ Fire District: 1

Water Supply 3/4

LEGAL INFORMATION

Location of Proposal Site (General description by which direction and how far from roads and intersections and other community features):

Parcel is on the opposite side of River Road from the Parking area for Kiwanis Park.

Name of public road (s) providing access: River Rd

Width of property fronting on public road: 240'

Attach deed or legal description.

Attach a lease agreement of the proposed site (if applicable).

Purpose for the requested site plan approval (and special use permit if applicable):

For the installation of a ground mounted solar expansion that will exceed one half of the principle structure foot print square footage.

Is the proposed use to be temporary or permanent? If temporary, please explain:

Permanant.

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.

FILL OUT FOR SPECIAL USE PERMIT APPROVAL ONLY (**§ 270-167)**

(Failure to answer all of these questions completely may result in denial of the special use permit)

(1) Is the establishment, maintenance or operation of the special use detrimental to or an endangerment to the public health, safety, morals, convenience or general welfare? If not, please explain:

Private installation of renewable energy source should present no detriment nor endangerment to the public. Also, project installation to be located on the private residential portion of the property and not in the area of the store front so public will have little to no access to the structure.

(2) Is the special use injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and does it substantially diminish and impair property values within the neighborhood? If not, please explain:

project will have no effect on neighboring properties; will be naturally screened from neighbors and offers an increase to property value for the owner.

(3) Does the establishment of the special use impede the normal and orderly development and improvement of the surrounding property? If not, please explain:

No effect on neighboring properties

(4) Have adequate utilities, access roads, drainage and/or necessary facilities been or are being provided? If yes, please explain:

yes as no additional needs required.

(5) Have adequate measures been or will be taken to provide ingress or egress as to minimize traffic congestion in the public street? If yes, please explain:

Solar installation will not increase commercial traffic to or from the location.

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

PART IV

LEGAL OWNER SIGNATURE
(Signature of legal owner(s))

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

I further swear or affirm that (I) (we) (am)(are) the owner(s) of record of the area proposed for the previously identified land use action

Name: Jeffrey Klein Date: _____

Address: 661 River Rd Phone: 518-441-4770

Schenectady NY 12306 Zip: 12306

Jeffrey Klein 10-2-23

*#1Signature of Owner #1 Date

Notary
(For Signature #1 Above)

STATE OF NEW YORK) ss:
COUNTY OF ~~SCHENECTADY~~ Albany)

SUBSCRIBED AND SWORN to me this 2 day of October, 2023.

NOTARY SEAL

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Signature

Notary Public in and for the State of New York
My appointment expires: 2/4/2027

Name: Louise Dickinson Date: _____

Address: 661 River Rd Phone: 518-709-4612

Schenectady NY Zip: 12306

Louise A Dickinson 10/2/23

*#2Signature of Owner #2 Date

Notary
*(For Signature #2 Above)

STATE OF NEW YORK) ss:
COUNTY OF ~~SCHENECTADY~~ Albany)

SUBSCRIBED AND SWORN to me this 2 day of October, 2023.

NOTARY SEAL

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Signature

Notary Public in and for the State of New York
My appointment expires: 2/4/2027

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, Jeffrey Klein, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): 28.-3-4

I hereby grant Alex Martin: Kasselman Solar, LLC. 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): Jeffrey Klein

Date: 10-2-23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 2 day of October, 2023

NOTARY SEAL

Jeffrey Klein
Notary Signature

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Public in and for the State of New York
Residing at: Albany
My appointment expires: 2/4/2027

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

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LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

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

I, Louise Dickinson, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): 28.-3-4

I hereby grant Alex Martin: Kasselman Solar, LLC. 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): Louise A Dickinson

Date: 10/2/23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 2 day of October, 2023

NOTARY SEAL

Notary Signature

JENNIFER CUSACK
NOTARY PUBLIC, State of New York
#02CU4977505
Qualified in Albany County
Commission Expires 2/4/2027

Notary Public in and for the State of New York
Residing at: Albany County
My appointment expires: 2/4/2027

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:

Hungry Chicken Country Store Ground Mounted Solar Array

Project Location (describe, and attach a location map):

661 River Rd, Rotterdam , NY 12306

Brief Description of Proposed Action:

The installation of an 18.225 kW ground mounted PV array.

Name of Applicant or Sponsor:	Telephone: (518) 300-0633
Alex Martin: Kasselman Solar, LLC.	E-Mail: amartin@kasselmansolar.com

Address:

279 Broadway bldg 2

City/PO:	State:	Zip Code:
Menands	New York	12204

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town of Rotterdam Planning Board: Site Plan Review; Town of Rotterdam Building Department: Building Permit	☐	☑

3. a. Total acreage of the site of the proposed action? 10 acres
   b. Total acreage to be physically disturbed? 0.022 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85	☐	☑

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: Renewable Energy Technology.	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☑	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☑ Forest ☑ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment: _____ _____		
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe: _____ _____		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe: _____ _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

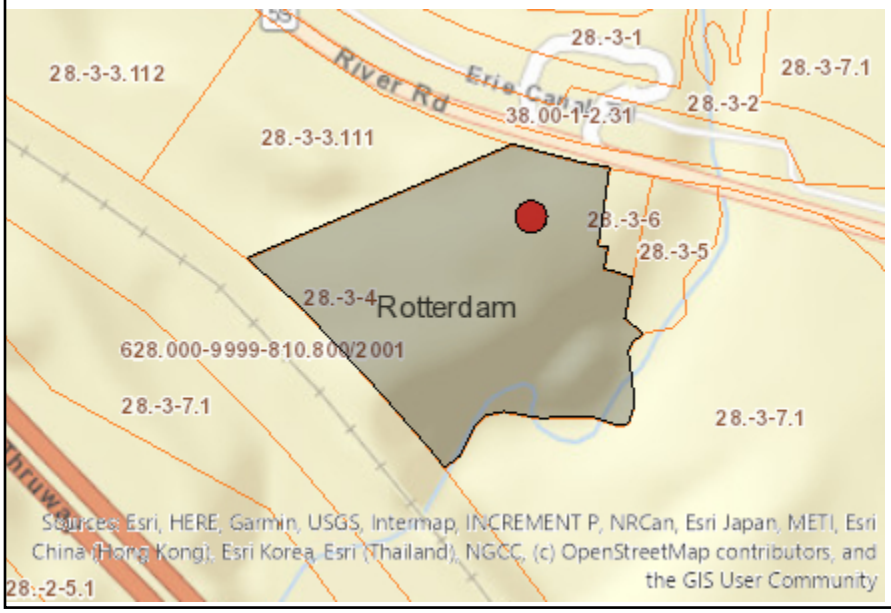
Applicant/sponsor/name: Alex Martin Date: 10/23/2023

Signature: Alex Martin Title: Permit Coordinator

PRINT FORM

EAF Mapper Summary Report

Monday, October 23, 2023 2:35 PM



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



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Aquifer Area Overlay Zone, Reason:Conserve, improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

kasselmanSOLAR

APPLICANT/PREPARATION OF SITE PLAN
Kasselman Solar LLC
279 Broadway, BLDG. 2
Menands, NY 12204

ON BEHALF OF:
JEFF KLEIN
661 RIVER RD.
ROTTERDAM, NY 12306

Date: October 23, 2023

SITE PLAN

KLEIN GROUND MOUNTED SOLAR INSTALLATION PROJECT

SHEET 1 OF 1

SITE DATA

TOWN OF ROTTERDAM
SCHENECTADY COUNTY

TAX ID # 28.-3-4
TOTAL ACRES: 10
ZONE: A-1
FRONTAGE: 240'

ZONE SETBACKS:
FRONT: 25' SIDES: 20' REAR: 25'

Project Details:
System Size DC (kW): 18.23

45 Qcells Q.PEAK DUO BLK ML-G10 405
45 Enphase Energy Inc. IQ8H-240-72-2-US

Foundation and Racking:
Solar Foundations, USA PE Certified and constructed Helical Pile Ground Screws
*construction documents enclosed

Tilt of Array: 32 - Degrees
AZIMUTH: 180 - DEGREES (S)

Configuration (N/S x E/W):
Max Height: 11.43'
Total Sq. Ft. of Array: 984.57 sq. ft.

PV Design adheres to relevant sections of the 2020 Residential Code [R324] of NYS and 2020 Fire Code of NYS [1204]

PE STAMP



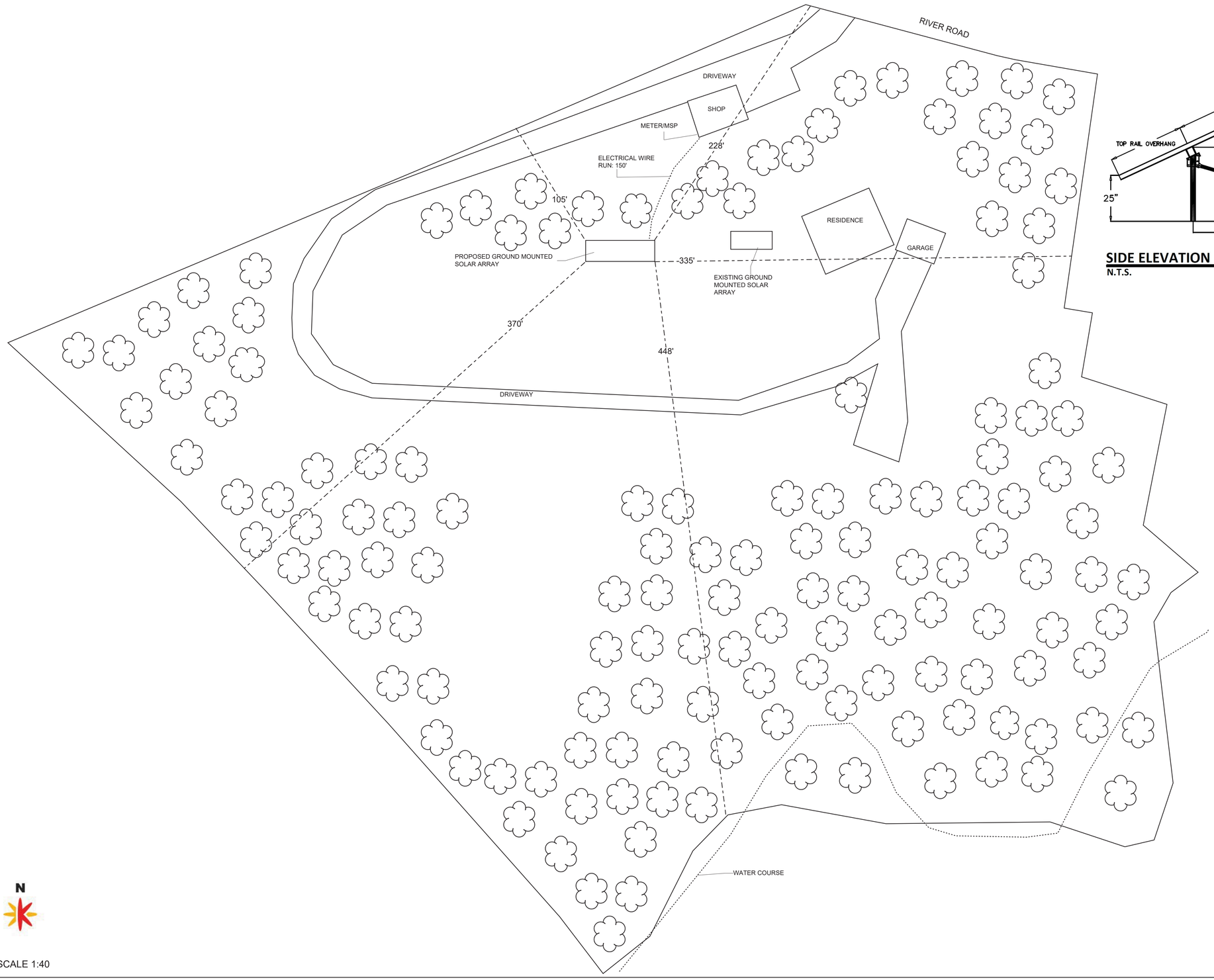
LEGEND:

Property Lines: ————

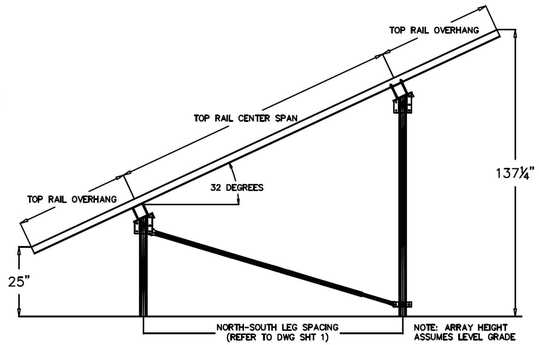
Ground Mount Setback Lines: – – – – –

Existing Vegetation:

WATER COURSE: ·····



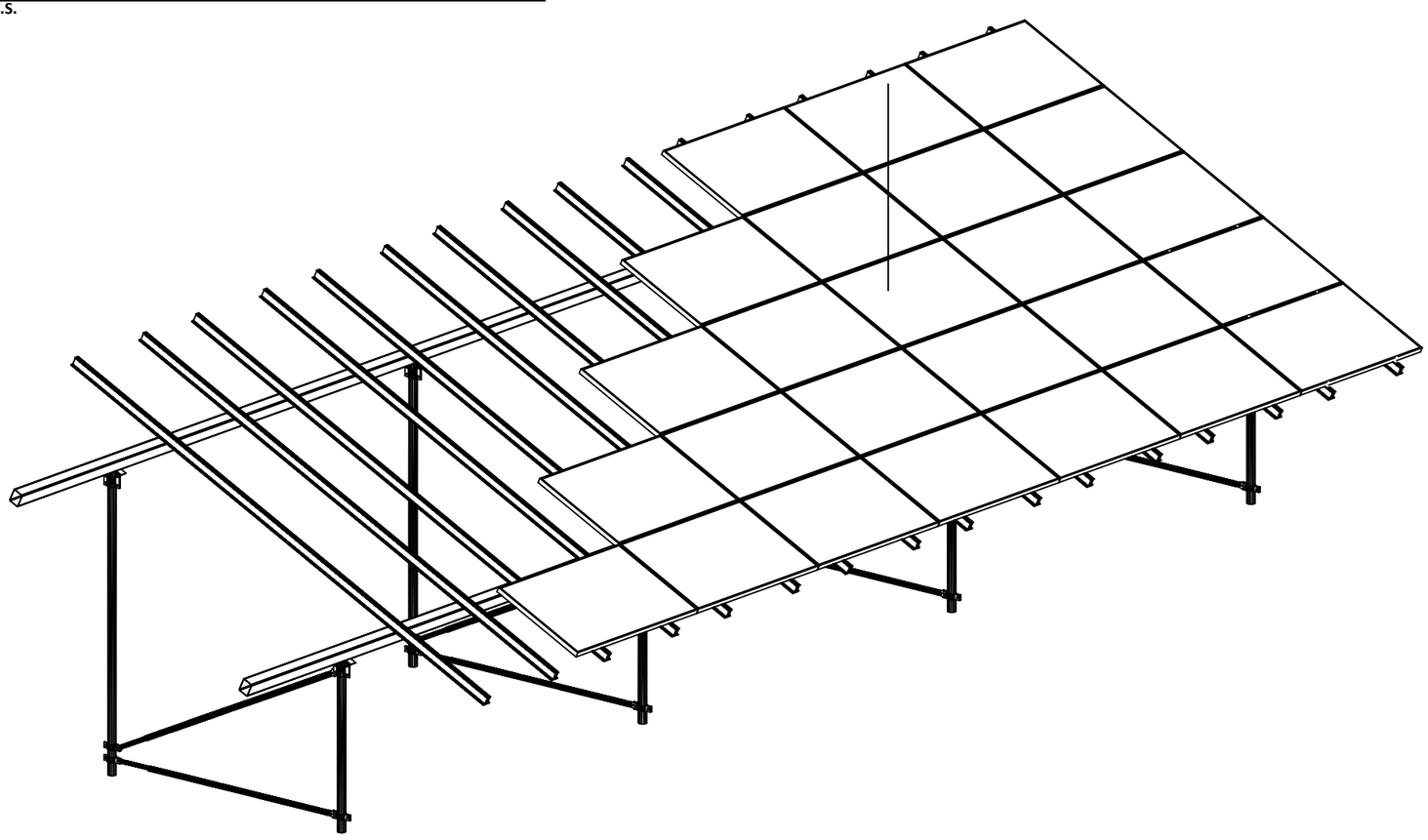
SCALE 1:40



SIDE ELEVATION
N.T.S.

Chairman, Rotterdam Planning Commission:
Date:_____

PANEL LAYOUT
N.T.S.



ISOMETRIC VIEW
N.T.S.

Site Design Conditions

Basic Wind Speed: (Risk Category II)	109 MPH	Max. Leg Axial Bearing:	5,010 lbs.
Basic Wind Speed: (Risk Category I)	101 MPH	Max. Leg Uplift:	2,770 lbs.
Exposure Category:	C	Max. Lateral Resistance:	2,725 lbs.
Ground Snow Load:	40 PSF	Top Rail Max. Loading:	116.8 plf
Flat Roof Snow Load:	N/A	Helical Pile Depth:	60" Min
Site Contour:	<5 Degree Slope	Lateral Resistance Plate Size:	Not Req'd

All design work has been performed in accordance with the 2020 Building Code of New York State effective May 12, 2020, including but not limited to, the 2018 International Building Code with state directed modifications.

Net design pressures were calculated in accordance with ASCE 7-16 section 27.3.2, "Open Buildings with Monoslope, Pitched, or Troughed Roofs". All load cases were evaluated in determining the limiting design conditions. The data table above provides the results for the limiting load case. Maximum leg reaction forces represent the highest load condition seen by any leg in the structure. All legs in the structure are designed to meet the maximum load conditions.

5Lx9C Sub-Array Design Conditions

Front Leg Height:	41"	Array Tilt Angle:	32 Degrees
Rear Leg Height:	100½"	Front Edge Ground Clearance:	25"
North-South Leg Spacing:	95½"	Overall Array East-West Dim:	55'-9"
West Span Leg Spacing:	14'-9"	Number of Modules/Sub-Array:	45
East Span Leg Spacing:	14'-9"	Number of Sub-Arrays:	1
Quantity Center Spans:	1	Module Columns/Sub-Array:	9
Center Span Leg Spacing:	14'-9"	Number of Module Rows:	5
East & West Overhang:	5'-3"	Module Orientation:	Landscape
Overall Beam Length:	54'-9"	Module Column Spacing	⅜"
Horizontal Rail Material:	5"x4"x⅛" HSS	Module Row Spacing	¼"
Top Rail Material:	SF Rails	Module Model:	Q.PEAK DUO BLK ML-G10+
Qty Rails per Panel:	2	Module Size:	41.14" x 73.98"
Top Rail Length:	212"	Individual Module Rating:	405 watts
Top Rail Center Span:	112½"	Sub Array Power Rating:	18.225 kw
Top Rail Overhangs:	49¾"	Total Power Rating:	18.225 kw



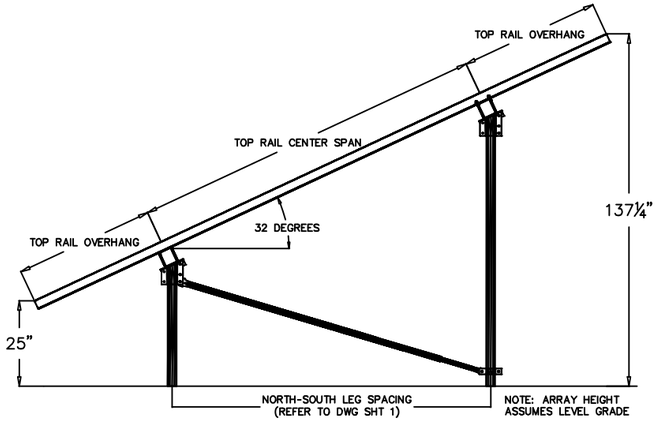
SHEET 1 of 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
09/20/2023	ORIGINAL	JB	JD
10/19/2023	REV 1 - CHANGED TILT TO 32° & LEADING EDGE HEIGHT TO 25"	JB	JD

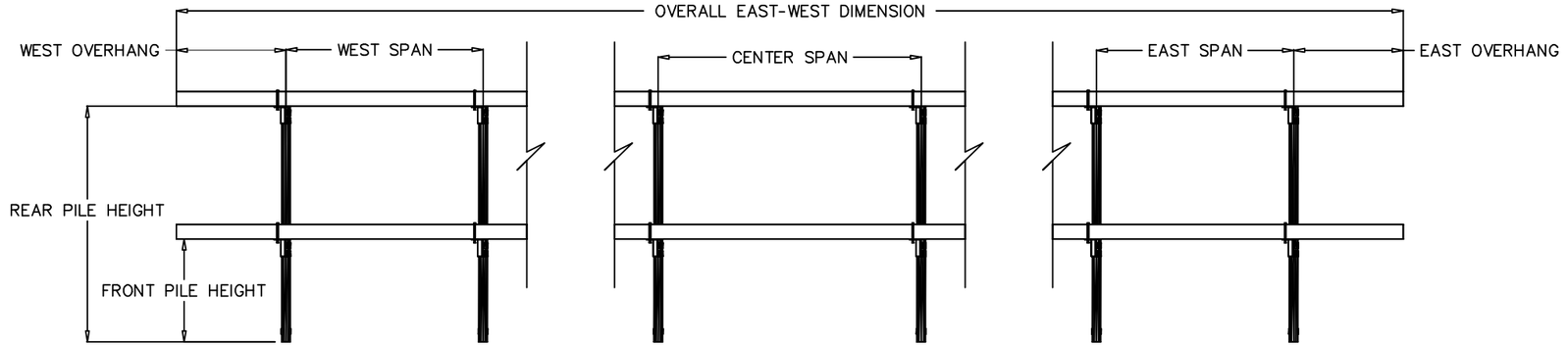
KASSELMAN SOLAR LLC

-PROJECT-
KLEIN RESIDENCE
661 RIVER ROAD
ROTTERDAM, NY 12306

Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

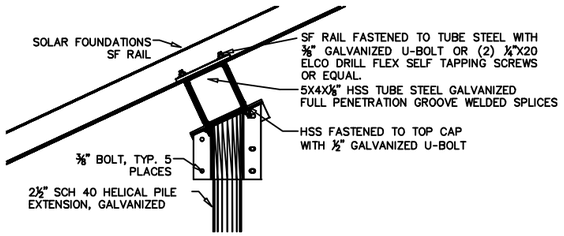


SIDE ELEVATION
N.T.S.

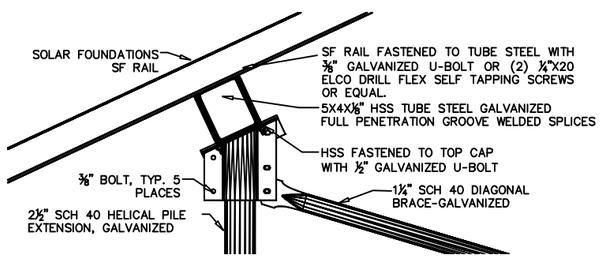


REFER TO DWG SHEET 1 FOR EAST-WEST PILE SPANS AND FRONT AND REAR PILE HEIGHTS

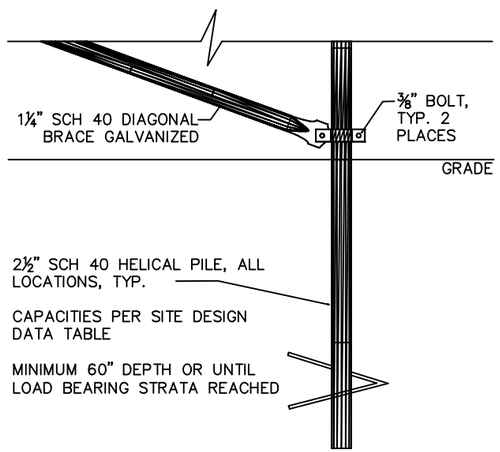
PILE SPACING ELEVATION
N.T.S.



UPPER CAP DETAIL
N.T.S.



LOWER CAP DETAIL
N.T.S.



HELICAL PILE DETAIL
N.T.S.



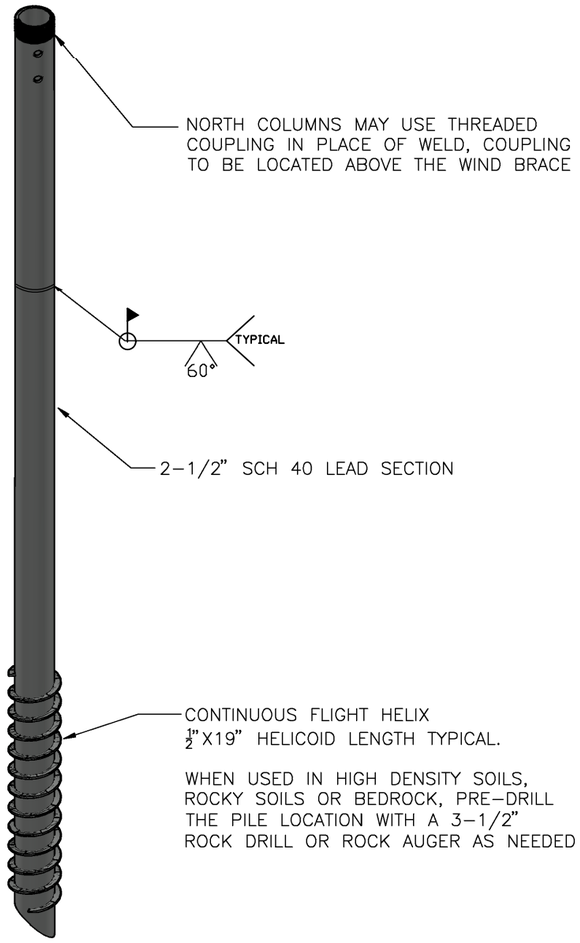
SHEET 2 OF 3

DATE	REVISION	DRAWN BY:	REVIEW BY:
09/20/2023	ORIGINAL	JB	JD
10/19/2023	REV 1 - CHANGED TILT TO 32° & LEADING EDGE HEIGHT TO 25"	JB	JD

KASSELMAN SOLAR LLC

-PROJECT-
KLEIN RESIDENCE
661 RIVER ROAD
ROTTERDAM, NY 12306

Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665



HELICAL PILE DETAIL
N.T.S.

SPECIFICATION REQUIREMENTS:

THE FOLLOWING MATERIAL SPECIFICATION REQUIREMENTS PERTAIN TO THE FABRICATION OF THE SOLAR FOUNDATIONS USA GROUND MOUNT SOLAR SUPPORT STRUCTURE AS INDICATED ON THESE DRAWINGS.

1. SOLAR FOUNDATION ALUMINUM RAILS SHALL CONFORM TO ASTM B221.
2. STRUCTURAL STEEL TUBING SHALL BE ASTM A500 HIGH YIELD (60 KSI).
3. STEEL PIPE FOR PILES SHALL CONFORM TO ASTM A500 GRADE C.
4. STEEL PILE EXTENSIONS SHALL BE ASTM A53 GRADE B.
5. STEEL PIPE FOR DIAGONAL BRACING SHALL BE ASTM A53 GRADE A.
6. FABRICATED STEEL PLATE FOR COLUMN CAP ASSEMBLIES, BRACING CLAMPS, ETC. SHALL BE ASTM A36 OR A1011.
7. STEEL BOLTS FOR CAP FASTENERS SHALL CONFORM TO SAE J429 GRADE 5. ALL OTHER BOLTS SHALL CONFORM TO SAE J429 GRADE 5 OR BETTER.
8. STEEL U-BOLTS SHALL CONFORM TO ASTM 1018.
9. USS FLAT STEEL WASHERS SHALL CONFORM TO ASTM F844 AND NUTS FOR STEEL CONNECTIONS SHALL CONFORM TO ASTM A563 GRADE A.
10. ALL FIELD WELDING SHALL CONFORM TO AWS D1.1/D1.1M -STRUCTURAL WELDING CODE REQUIREMENTS.
11. ALL STEEL SHALL BE HOT-DIP GALVANIZED PER ASTM A123 OR A153 AFTER ALL FABRICATION HAS BEEN COMPLETED.

INSTALLATION REQUIREMENTS:

1. THE MINIMUM AVERAGE INSTALLATION TORQUE REQUIRED TO OBTAIN THE REQUIRED INDICATED CAPACITIES AND THE MINIMUM INSTALLATION DEPTH SHOWN ON THE PLANS SHALL BE SATISFIED PRIOR TO TERMINATION OF THE INSTALLATION. THE INSTALLATION TORQUE SHALL BE AN AVERAGE OF THE INSTALLATION TORQUES INDICATED DURING THE LAST 1 FOOT OF INSTALLATION.

2. THE TORSIONAL STRENGTH RATING OF THE TORQUE ANCHOR SHALL NOT BE EXCEEDED DURING THE INSTALLATION. IF THE TORSIONAL STRENGTH LIMIT OF THE ANCHOR HAS BEEN REACHED, BUT THE ANCHOR HAS NOT REACHED THE TARGET DEPTH, PERFORM THE FOLLOWING:

   2.1. IF THE TORSIONAL STRENGTH LIMIT IS ACHIEVED PRIOR TO REACHING THE TARGET DEPTH, THE INSTALLATION MAY BE ACCEPTABLE IF REVIEWED AND APPROVED BY THE ENGINEER.

   2.2. THE INSTALLER MAY REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH SMALLER DIAMETER HELICAL PLATE.

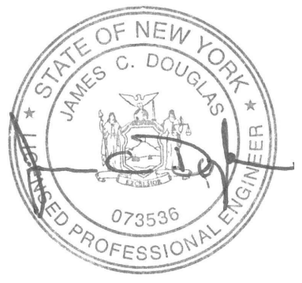
   2.3. IF USING A CONTINUOUS FLIGHT PILE, PRE-DRILL THE PILE LOCATION WITH A 3-1/2" ROCK AUGER OR 3-5/8" ROCK DRILL AS NEEDED.

3. IF THE TARGET DEPTH IS ACHIEVED, BUT THE TORSIONAL REQUIREMENT HAS NOT BEEN MET THE INSTALLER MAY DO ONE OF THE FOLLOWING:

   3.1. INSTALL THE TORQUE ANCHOR DEEPER TO OBTAIN THE REQUIRED CAPACITY

   3.2. REMOVE THE TORQUE ANCHOR AND INSTALL A NEW ONE WITH A LARGER DIAMETER HELICAL PLATE OR ONE WITH MULTIPLE HELICAL PLATES.

   3.3. REDUCE THE LOAD CAPACITY ON THE INDIVIDUAL TORQUE ANCHOR BY PROVIDING ADDITIONAL TORQUE ANCHORS AT A REDUCED SPACING.



SHEET 3 OF 3

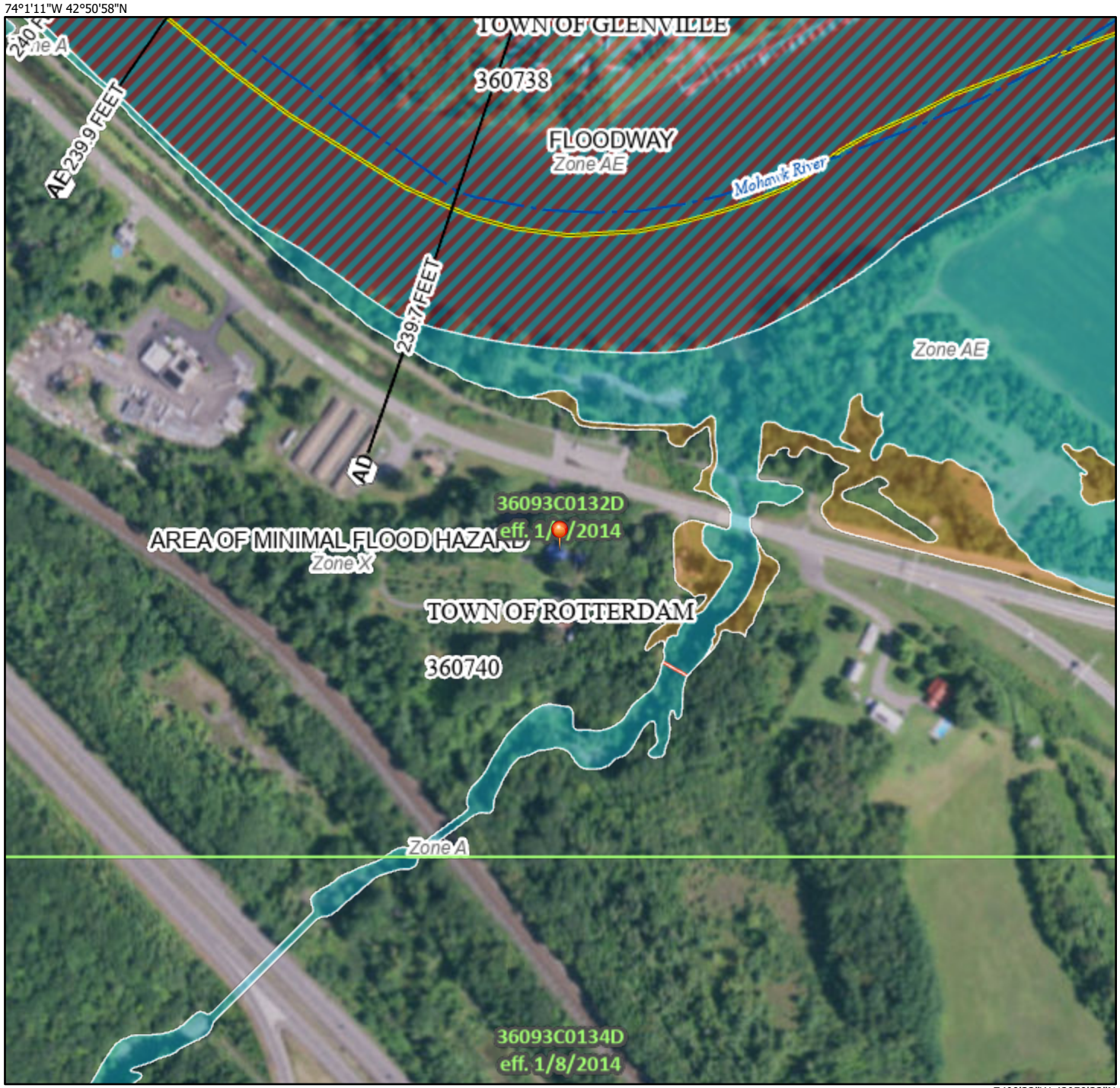
DATE	REVISION	DRAWN BY:	REVIEW BY:
09/20/2023	ORIGINAL	JB	JD
10/19/2023	REV 1 - CHANGED TILT TO 32° & LEADING EDGE HEIGHT TO 25"	JB	JD

KASSELMAN SOLAR LLC

-PROJECT-
KLEIN RESIDENCE
661 RIVER ROAD
ROTTERDAM, NY 12306

Solar Foundations USA
1142 River Road, New Castle, DE 19720 Ph: (855) 738-7200 Fax: (866) 644-5665

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 — Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

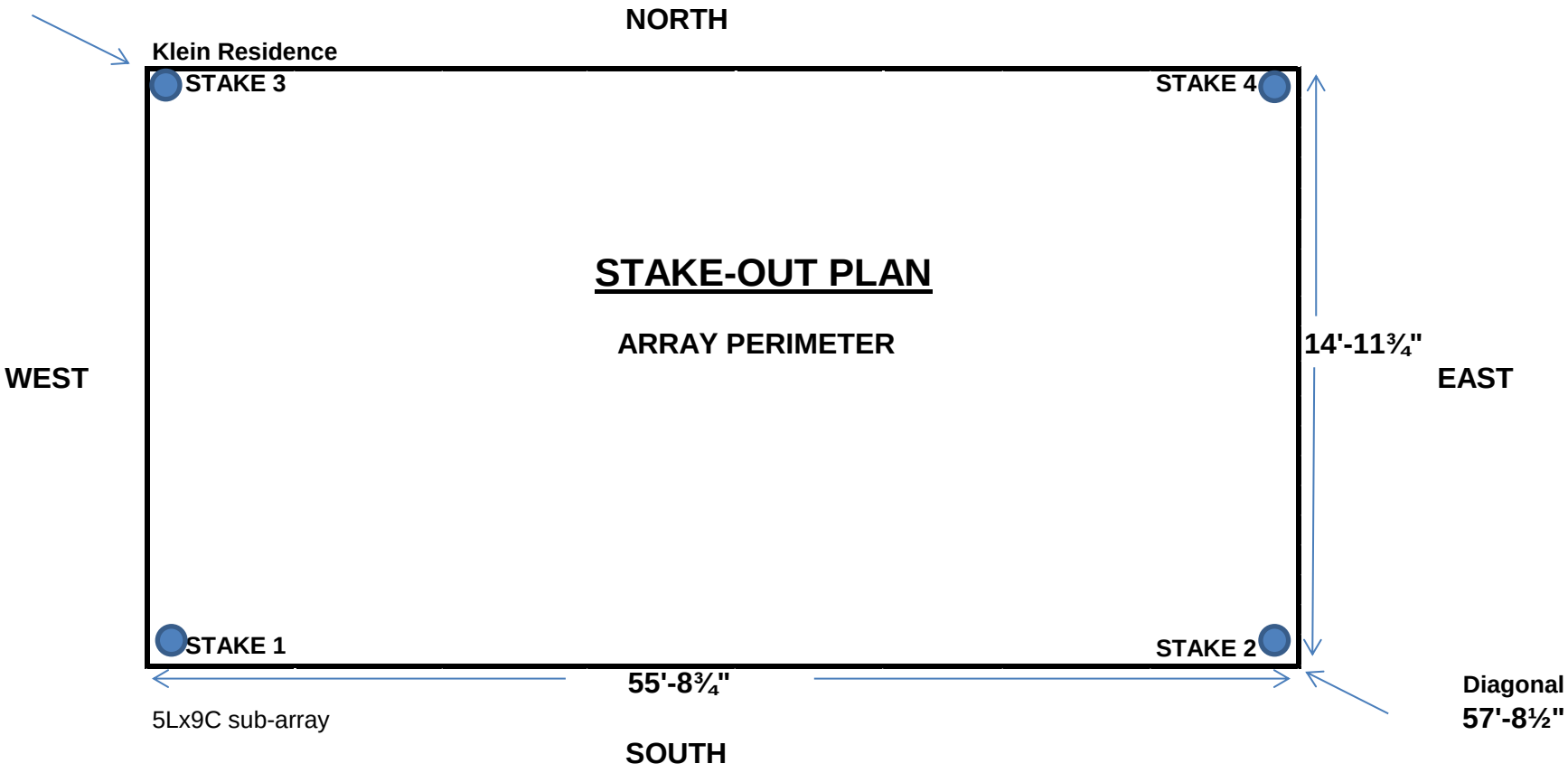
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/24/2023 at 8:15 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Basemap Imagery Source: USGS National Map 2023

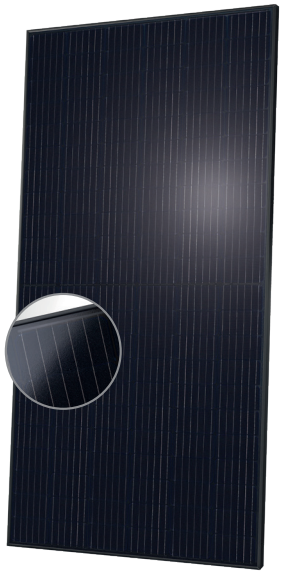
January 24, 2024


NORTH
Klein Residence
STAKE 3
STAKE 4
STAKE-OUT PLAN
ARRAY PERIMETER
WEST
EAST
14'-11¾"
STAKE 1
STAKE 2
55'-8¾"
Diagonal
57'-8½"
5Lx9C sub-array
SOUTH

Q.PEAK DUO BLK ML-G10+ SERIES

385 - 405 Wp | 132 Cells
20.6 % Maximum Module Efficiency

MODEL Q.PEAK DUO BLK ML-G10+



6 busbar
cell technology



12 busbar
cell technology

Breaking the 20 % efficiency barrier

Q.ANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 20.6 %.

A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty[1].

Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology[2] and Hot-Spot Protect.

Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).

Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.

The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new “Quality Controlled PV” of the independent certification institute TÜV Rheinland.

[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC / TS 62804-1:2015, method A (–1500 V, 96 h)

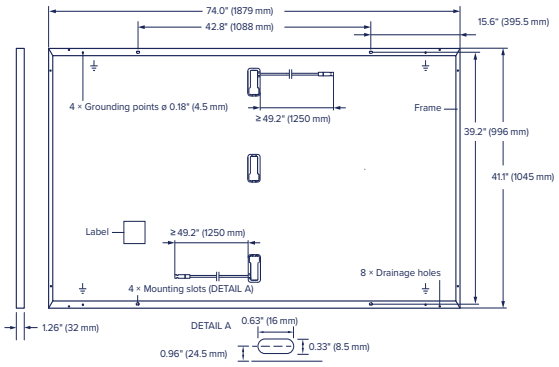
The ideal solution for:

Rooftop arrays on residential buildings

Q.PEAK DUO BLK ML-G10+ SERIES

Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48.5 lbs (22.0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 49.2 in (1250 mm), (−) ≥ 49.2 in (1250 mm)
Connector	Stäubli MC4; IP68

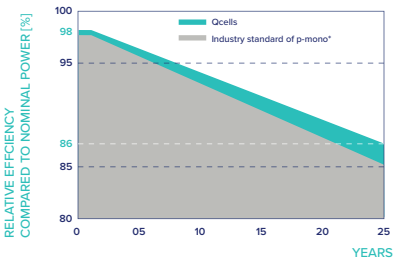


Electrical Characteristics

POWER CLASS				385	390	395	400	405
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / −0 W)								
Minimum	Power at MPP[1]	P_{MPP}	[W]	385	390	395	400	405
	Short Circuit Current[1]	I_{SC}	[A]	11.04	11.07	11.10	11.14	11.17
	Open Circuit Voltage[1]	V_{OC}	[V]	45.19	45.23	45.27	45.3	45.34
	Current at MPP	I_{MPP}	[A]	10.59	10.65	10.71	10.77	10.83
	Voltage at MPP	V_{MPP}	[V]	36.36	36.62	36.88	37.13	37.39
	Efficiency[1]	η	[%]	≥19.6	≥19.9	≥20.1	≥20.4	≥20.6
MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]								
Minimum	Power at MPP	P_{MPP}	[W]	288.8	292.6	296.3	300.1	303.8
	Short Circuit Current	I_{SC}	[A]	8.90	8.92	8.95	8.97	9.00
	Open Circuit Voltage	V_{OC}	[V]	42.62	42.65	42.69	42.72	42.76
	Current at MPP	I_{MPP}	[A]	8.35	8.41	8.46	8.51	8.57
	Voltage at MPP	V_{MPP}	[V]	34.59	34.81	35.03	35.25	35.46

[1]Measurement tolerances P_{MPP} ±3%; I_{SC}; V_{OC} ±5% at STC: 1000 W/m², 25±2 °C, AM 1.5 according to IEC 60904-3 • [2]800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

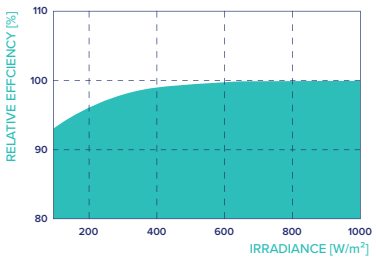


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	−0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	−0.34	Nominal Module Operating Temperature	NMOT	[°F]	109±5.4 (43±3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1000 (IEC) / 1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 2
Max. Design Load, Push / Pull[3]		[lbs / ft²]	75 (3600 Pa) / 55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	−40 °F up to +185 °F (−40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]		[lbs / ft²]	113 (5400 Pa) / 84 (4000 Pa)		

[3] See Installation Manual

Qualifications and Certificates

UL 61730, CE-compliant,
Quality Controlled PV - TÜV Rheinland,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215 (solar cells),

C Certified US UL 61730 CE TÜVRheinland CERTIFIED www.tuv.com ID 1111220277

Specifications subject to technical changes © Qcells Q.PEAK_DUO_BLK_ML-G10+_series_385-405_2022-07_Rev02_NA

SCHENECTADY COUNTY INTERMUNICIPAL
WATERSHED RULES AND REGULATIONS BOARD

City of Schenectady • Town of Glenville • Town of Niskayuna • Town of Rotterdam • Village of Scotia

RECEIVED
JAN 02 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

January 2, 2024

Peter Comenzo
Town Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: 661 River Road – Installation of Solar Modules in Aquifer Protection Zone III

Dear Peter:

I have reviewed the site plan/special use permit application, short environmental assessment form, and site plan submission drawings for the construction of a 18.225kW ground-mounted small-scale solar array for use by the Hungry Chicken Country Store located at 661 River Road in Rotterdam Junction. The proposed solar farm will be constructed on a 10-acre parcel located in Aquifer Protection Zone III (General Aquifer Recharge Area). Zone III generally corresponds to the boundaries of the aquifer system and is defined as the area where runoff and precipitation flow directly and rapidly into the ground. The parcel is located approximately one-half mile from the Town of Glenville well field and is positioned on the opposite side of the Mohawk River as the Glenville well field.

The construction of a 18.225kW ground mounted small-scale solar array will occur on approximately 0.02 acres of the 10-acre parcel and does not violate the overall purpose or intent of the Schenectady County Intermunicipal Watershed Rules and Regulations (§142.2 of the New York State Public Health Law). The solar modules will be installed on ground-mounted frames and helical piles will be used for structural support. Although this use as a solar array is unlikely to have an adverse impact on the quality of the Great Flats Aquifer, Kasselman Solar, Inc. and their contractors should recognize potential contaminant sources during the construction phase of the project. Construction equipment should not be re-fueled near open excavations and measures should be taken to report and mitigate potential spills during construction activities.

If you have any comments or questions, or require additional information, please do not hesitate to contact me at the Schenectady County Planning Department (386-2225).

Sincerely,

Jason M. Pelton

Jason M. Pelton, P.G.
Schenectady County Ground Water Management Planner

cc: Mr. Ray Gillen, Commissioner, Schenectady County Economic Development and Planning Dept.
Schenectady County Intermunicipal Watershed Rules and Regulations Board Technical Committee

Schenectady County Economic Development and Planning Department
Schaffer Heights, 107 Nott Terrace, Suite 303, Schenectady, NY 12308-3170
Phone: (518) 386-2225 • Fax: (518) 382-5539

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-03-24 Applicant Jeffery Klein

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Regarding a 10-acre parcel with a residence and business (Hungary Chicken Country Store), requesting site plan approval to install a 18.225 kW small scale ground mounted solar array. Located on the south side on State Route 5S directly across from Kiwanis Park.

RECOMMENDATION

Receipt of zoning referral is acknowledged on January 17, 2024. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

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

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

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

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

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

1/17/24
Date

Ray Gillen / SJK
Ray Gillen, Commissioner
Economic Development and Planning

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

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

For Use By SCDEDP

Received 1-17-24
Case No. R-3-24
Returned 1-17-24

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

Municipality: Town of Rotterdam

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

(tel.) 386-2225
(fax) 382-5539

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

PUBLIC HEARING OR MEETING DATE: Jaanuary 9, 2024

SUBJECT: Jeffery Klein – 661 River Road. Site Plan review for the installation of an 18.225 kW small scale ground mounted photovoltaic array on ±10 acres to supply power to the Hungry Chicken Country Store. Engineer: Kasselman Solar

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

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

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

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

SUBMITTED BY:

Name: Peter Comenzo Title: Sr. Planner

Address: 1100 Sunrise Boulevard Schenectady, NY 12306

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

Signature Date: 12 6 23

RESOLUTION 84.24

TO AMEND RESOLUTION 14.24 OF THE YEAR 2024

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 14.24, as amended, is hereby amended, and restated to read as follows: The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Ethics Committee for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

Kelsey Cappello
Yvonne Cleveland
Renee Mertens

SECTION 2. This resolution shall become effective January 24, 2024.

DATED: January 24, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 14.24

TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM ETHICS COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Ethics Committee for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

James Keith
Yvonne Cleveland
Renee Mertens

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 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 Organizational Meeting of the Town of Rotterdam on January 1, 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 January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk