RESOLUTION NO. 315.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
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: July 15, 2024

TO: Mollie Collins, Town Supervisor

FROM: Jeffery Briere – Building Inspector

TITLE OF REQUEST: Call for Public Hearing on proposed Administration Fee for the Outside Storage of Vehicles and Junk Violations Town Code Chapter 264.

TOWN BOARD MEETING: August 14, 2024

Background Information: The Town of Rotterdam does not currently charge a fee for the preparation and issuance of a Notice of Violation for Outside Storage of Vehicles and Junk. Town staff is recommending that a $100 fee be charged for this administrative action.

Evaluation/Analysis: The staff time, mileage, certified mail postage, and other administrative costs to respond and generate a notice of violation costs a considerable amount of time and money. These costs are currently not being recovered and the taxpayers that do not have outside storage of vehicle and junk violations are absorbing these costs.

Recommendation(s): Public Hearing on Proposed Local Law held on August 14, 2024. Town Board should consider adoption of the proposed Code Amendment.

Attachment/Document(s): Draft Local Law Modification

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Chapter 264 – Vehicles and Junk, Outside Storage of

LEGISLATION WILL BE PREPARED BY: Attorney for the Town

Chapter 264 Vehicles and Junk, Outside Storage of

§ 264-9 Penalties for offenses.

A.
(Reserved)[1]
[1]
*Editor's Note: Former Subsection A, concerning penalties for a violation, was repealed 6-12-2013 by L.L. No. 7-2013. See now Subsection **C**.*

Any person issued a notice of violation pursuant to any provision of this chapter shall be subject to an administrative fee of $100 for each notice. Such administrative fee shall be charged against the land upon the notice of violation was issued as a municipal lien or such administrative fee shall be added to the tax rolls as an assessment of levied as a special tax against said property or recovered in a civil suit against the person(s) to which the notice of violation was issued.

B.
In addition to the enforcement in a criminal proceeding by fine or imprisonment, this chapter may be enforced by instituting a special proceeding as authorized by Article 4 of the Civil Practice Law and Rules to compel compliance with the provisions of this chapter or to restrain by injunction any violation thereof, or to obtain any other appropriate relief.

C.
Any violation of this chapter by any person, firm or corporation shall constitute a violation and shall be punishable by a fine not less than $500 and no more than the sum of $1,000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense. Each subsequent violation will be punishable by a fine of not less than $1,000 nor more than $2,000 or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense.
[Amended 6-12-2013 by L.L. No. 7-2013]

RESOLUTION NO. 316.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
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LEGISLATIVE REQUEST FORM

DATE:	July 15, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Jeffery Briere – Building Inspector
TITLE OF REQUEST:	Town Code Amendment Administration Fee for Property Maintenance Violations Town Code Chapter 265.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	The Town of Rotterdam does not currently charge a fee for the preparation and issuance of a Notice of Violation for Property Maintenance. Town staff is recommending that a $100 fee be charged for this administrative action.
Evaluation/Analysis:	The staff time, mileage, certified mail postage, and other administrative costs to respond and generate a notice of violation costs a considerable amount of time and money. These costs are currently not being recovered and the taxpayers that do not have property maintenance violations are absorbing these costs.
Recommendation(s):	Public Hearing on Proposed Local Law held on August 14, 2024. Town Board should consider adoption of the proposed Code Amendment.
Attachment/Document(s):	Draft Local Law Modification
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Chapter 265- Property Maintenance

LEGISLATION WILL BE PREPARED BY: Attorney for the Town

Chapter 265 Property Maintenance

§ 265-16 Penalties for offenses.

[Amended 6-12-2013 by L.L. No. 7-2013]

A.

Any person, firm or corporation who shall violate any of the provisions of this chapter or any rule or regulation made pursuant thereto shall, upon conviction thereof, be punished by a fine of no less than $500 nor more than $1,000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than $1,000 nor more than $1,500 or imprisonment for a period not to exceed 15 days, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than $1,500 nor more than $2,000 or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense.

B.

The cost of cleanup of the property shall be assessed as a lien against the property taxes.

C.

~~Administrative fee: $50 per incident of noncompliance.~~

Any person issued a notice of violation pursuant to any provision of this chapter shall be subject to an administrative fee of $100 for each notice. Such administrative fee shall be charged against the land upon the notice of violation was issued as a municipal lien or such administrative fee shall be added to the tax rolls as an assessment of levied as a special tax against said property or recovered in a civil suit against the person(s) to which the notice of violation was issued.

RESOLUTION NO. 317.24

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

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

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

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

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	August 6, 2024
TO:	Mollie Collins - Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Issuance of a SEQR Negative Declaration for the Trunk Sewer Access Improvement Project
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Trunk sewer access road improvements project is from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam/ City of Schenectady boundary. The project will include clearing and grading improvements to allow for operation and maintenance of the existing sewer trunk line. An additional access point will be provided at Granville Avenue. Currently, the trunk line is partially to full blocked by root intrusion and debris resulting in sewer backups in the trunk line.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Type 1 Action and will require environmental review prior to the Town Board approving request. The Town Board declared lead agency on June 12, 2024 and circulated the project to all involved/interested agencies.
Recommendation(s):	Town Board should make a decision on the issuance of a Negative Declaration and authorize Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Full Environmental Assessment Form (FEAF) Parts 1-3
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

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS

TOWN OF ROTTERDAM
TRUNK SEWER ACCESS ROAD IMPROVEMENTS

KEY PLAN

TOWN OF ROTTERDAM — SCHENECTADY COUNTY, NEW YORK

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

PRELIMINARY
6/5/2024

Date	JUNE 2024
Scale	AS SHOWN
Sheet Number	C100
Project Number	904.059.001

Checked by CMB | Drawn by LPR | Designed by CMB | In charge of DHF

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Plotted: Jun 06, 2024 - 8:01AM SYR By: cbertram

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Trunk Sewer Access Road Improvements		
Project Location (describe, and attach a general location map): Edgewood Avenue, Rotterdam, Schenectady County NY		
Brief Description of Proposed Action (include purpose or need): The proposed project include reconstruction of the access road to the existing Town of Rotterdam Main sewer trunk line that runs behind the home on Edgewood Ave from Summer Street to Vienna St./Myrtle Ave. The existing Sewer was constructed in the 1930's and access to the existing sewer infrastructure has deteriorated. The project includes construction of a 10' wide gravel access path which will provide access to the sewer infrastructure. Includes lots 48.15-2-2 {Johnson Judith A-0.17 acres}, 48.15-2-3 {Guido Family Irrevocable Trust-0.5 acres}, 48.15-2-1 {Starr David W A-0.95 acres}, 48.15-6-1 {Tooley John Jr - 5.83 acres}, 48.15-6-14 {459 Summer Street, LLC - 1.62 acres} and 48.15-6-25.1 {Thwaits Melissa A 0.22 acres}.		
Name of Applicant/Sponsor: Town of Rotterdam - Mollie Collins (Town Supervisor)	Telephone: 518-355-7575 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Blvd		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Peter Comenzo - Senior Planner	Telephone: 518-355-7575 x-338 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Blvd		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

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

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):
NYS Heritage Areas:Mohawk Valley Heritage Corridor

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

If Yes, identify the plan(s):

C.3. Zoning

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

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

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Schenectady County School District

b. What police or other public protection forces serve the project site?
Rotterdam Police

c. Which fire protection and emergency medical services serve the project site?
South Schenectady Fire Department

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Access improvement/Utility

b. a. Total acreage of the site of the proposed action? 8.76 acres
b. Total acreage to be physically disturbed? 0.735 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

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

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

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

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures _____

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

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

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

If Yes,

i. Purpose of the impoundment: _____

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

_____

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

_____

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

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

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

_____

D.2. Project Operations

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

If Yes:

i. What is the purpose of the excavation or dredging? repair and construction of access road

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

- Volume (specify tons or cubic yards): 0 yards
- Over what duration of time? _____

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

Cut will be spread and spoiled onsite.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe. _____

v. What is the total area to be dredged or excavated? .75 acres

vi. What is the maximum area to be worked at any one time? .75 acres

vii. What would be the maximum depth of excavation or dredging? 2 feet

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

ix. Summarize site reclamation goals and plan:

Excavated areas will be either topsoil mulched and seeded, stabilized with stone rip rap, or constructed with stabilized road section.

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

If Yes:

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

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

_____

_____

_____

_____

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

If Yes, describe: _____

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

If Yes:

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

_____

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

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

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

_____

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

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

If, Yes:

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

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

_____

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

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

If Yes:

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

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

_____

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

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

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

N/A

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

N/A

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7-5
- Saturday: 8-4
- Sunday: N/A
- Holidays: N/A

ii. During Operations:

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

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

If yes:

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

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

Describe:

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

If yes:

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction:
- Operation:

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

- Construction:
- Operation:

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	.14	.36	.22
• Forested	6	5.78	-.22
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	.25	.25	0
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

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

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

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

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

_____

_____

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

_____

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

If Yes:

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

_____

_____

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

If Yes:

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

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

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

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

_____

_____

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

If yes, provide DEC ID number(s): 447005, 447006, 447004

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

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 5 feet

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

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

A	57.2 %
B/D	42.8 %
	%

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

e. Drainage status of project site soils:

☑ Well Drained:	57.2 % of site
☐ Moderately Well Drained:	0 % of site
☑ Poorly Drained	42.8 % of site

f. Approximate proportion of proposed action site with slopes:

☐ 0-10%:	% of site
☑ 10-15%:	10 % of site
☑ 15% or greater:	90 % of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name 876-101 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters,... Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

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

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

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

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

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

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

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

If Yes:

i. Species and listing (endangered or threatened): _____

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

If Yes:

i. Species and listing: _____

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

If yes, give a brief description of how the proposed action may affect that use: _____

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

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

If Yes, provide county plus district name/number: _____

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

i. If Yes: acreage(s) on project site? _____

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

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

If Yes:

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

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

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

If Yes:

i. CEA name: Aquifer Area Overlay Zone

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

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

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

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

ii. Name: _____

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

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

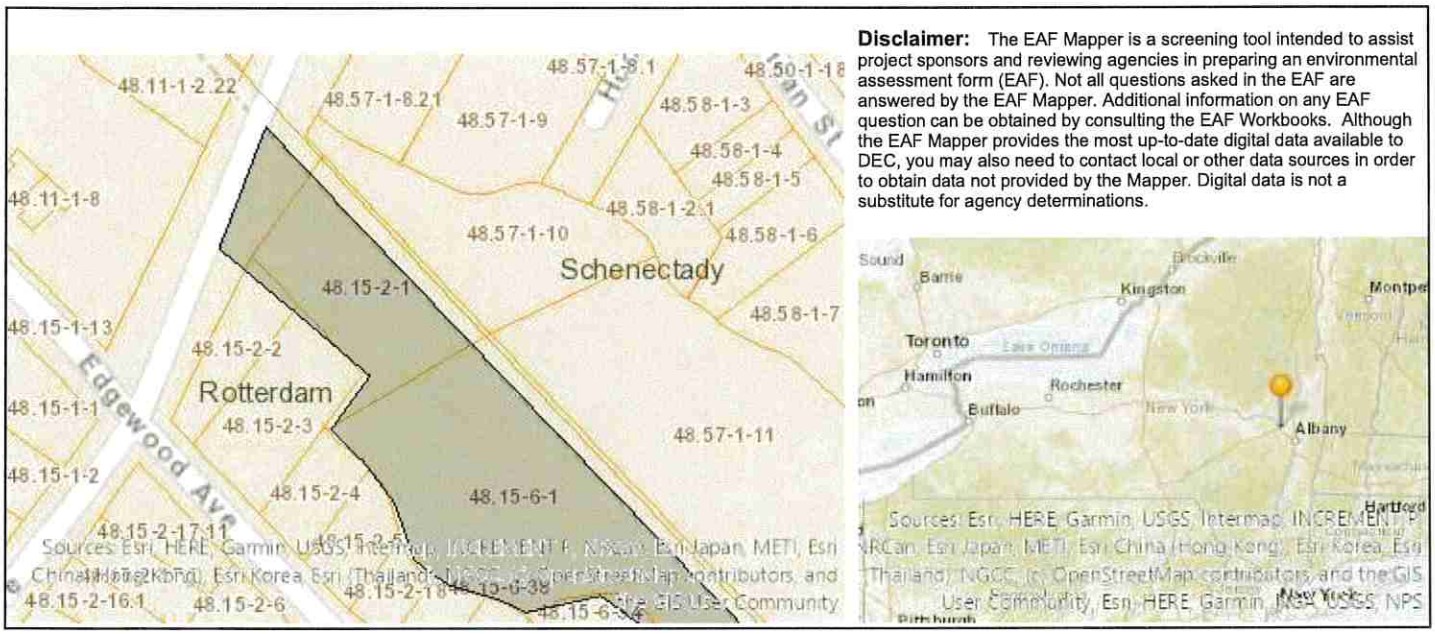
Applicant/Sponsor Name Town of Rotterdam Date May 17, 2024

Signature Peter Comenzo Title Senior Planner

PRINT FORM

EAF Mapper Summary Report

Friday, April 26, 2024 8:20 AM



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

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	447005, 447006, 447004
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	876-101
E.2.h.iv [Surface Water Features - Stream Classification]	C
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No

E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Primary Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Aquifer Area Overlay Zone
E.3.d.ii [Critical Environmental Area - Reason]	Conserve, improve, protect natural resources
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Rotterdam, Town of, Date:4-5-85
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Project :
Date :

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

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

Tips for completing Part 2:

NI = No Impact
SI = Small Impact

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

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

☐ NO ☑ YES

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

2. Impact on Geological Features

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

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

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

3. Impacts on Surface Water

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

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

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

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

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

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

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

5. Impact on Flooding

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

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

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

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

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

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

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

7. Impact on Plants and Animals

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

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

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

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

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

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

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

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

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑ NI	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑ SI	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑ NI	☐

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

11. Impact on Open Space and Recreation

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

☑ NO ☐ YES

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

12. Impact on Critical Environmental Areas

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

☑ NO ☐ YES

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

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

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

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

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

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

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

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

16. Impact on Human Health

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

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

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

17. Consistency with Community Plans

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

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

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

18. Consistency with Community Character

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

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

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

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

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

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

Reasons Supporting This Determination:
To complete this section:

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

An evaluation of the magnitude and importance of project impacts was completed and details are available under separate cover in a Part 3 Supporting Information document.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
See Part 3 Supporting Information (attached).

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

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

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

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

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

Name of Action: Trunk Sewer Access Road Improvements

Name of Lead Agency: Town of Rotterdam Town Board

Name of Responsible Officer in Lead Agency: Peter Comenzo

Title of Responsible Officer: Senior Planner

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Peter Comenzo Date: 8/14/24

For Further Information:

Contact Person: Peter Comenzo, Senior Planner

Address: 1100 Sunrise Blvd, Rotterdam, NY 12306

Telephone Number: 518-355-7575 x-338

E-mail: pcomenzo@rotterdamny.org

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

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

PART 3 SUPPORTING INFORMATION

EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS

for

Trunk Sewer Access Road Improvements Project
Located in the Town of Rotterdam
Schenectady County, New York

August 2024

Prepared for:

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306
Phone – (518) 355-7575

Prepared by:

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, New York 12205
Phone – (518) 218-1801

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Figure 1 – Proposed Improvements

A. PROJECT DESCRIPTION

The proposed project includes reconstruction of the access road along the Town's existing Main Sewer trunk line that runs behind the homes on Edgewood Ave, from Summer Street to Vienna St./Myrtle Ave. The existing sewer was constructed in the 1930's and access to the existing sewer infrastructure has deteriorated. The project includes construction of a 10' gravel access path, which will provide access to the sewer infrastructure. This project includes lots 48.15-2-2 {Johnson Judith A-0.17 acres}, 48.15-2-3 {Guido Family Irrevocable Trust-0.5 acres}, 48.15-2-1 {Starr David W A-0.95 acres}, 48.15-6-1 {Tooley John Jr-5.83 acres}, 48.15-6-14 {459 Summer Street, LLC-1.62 acres} and 48.15-6-25.1 {Thwaits Melissa A-0.22 acres}. The proposed improvements are shown in Figure 1, attached.

B. COORDINATED REVIEW

The Town of Rotterdam Town Board declared their intent to act as the lead agency for the State Environmental Quality Review Act (SEQRA) process on June 12, 2024. Part 1 of the Full Environmental Assessment Form (FEAF) and a project location map were sent to the New York State Department of Environmental Conservation (NYSDEC) on June 26, 2024, to initiate a coordinated review of the proposed action. The coordinated review comment period ended on July 26, 2024. No response from NYSDEC was received. Further coordination with the involved agency will be completed during the project's design phase.

C. DETAILED INFORMATION IN RESPONSE TO PART 2 OF SEQRA FULL EAF

The following information provides a detailed discussion of the potential impacts identified in Part 2 of the FEAF that were listed as small or moderate to large, in support of Part 3 of the FEAF. The answers in the "No or Small Impact" column on Part 2 of the FEAF are further clarified with an "NI" for no impact and "SI" for small impact. This document is organized according to the question numbers in Part 2, and the additional information provided herein summarizes the proposed actions that will be taken in order to minimize and/or mitigate each identified impact.

1. Impacts on Land

1.f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).

Ground disturbances during construction could result in temporary increases in erosion. The reconstruction of the gravel access road will result in 0.73 acres of ground disturbance. Suitable erosion control measures for the project will be included in the design plans and will be followed during construction. Temporarily disturbed areas will be graded, stabilized and restored according to the project design plans after construction is complete.

2. Impacts on Geological Features

No impacts were identified. The proposed action will not result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves).

3. Impacts on Surface Water

3.d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.

A Tributary of the Poentic Kill is mapped north of the project site, outside the projects limits of disturbance. This stream is a Class C waterbody with C standards. An Article 15 permit from NYSDEC will not be required. The stream is mapped as a riverine system (R4SBC) by the USFWS NWI. There are no NYSDEC-mapped wetlands within the project area.

A field delineation of wetlands, streams and other Waters of the U.S was conducted by a B&L ecologist on May 16, 2024. In the course of this work, one (1) wetland and one (1) stream were identified within the delineation limits. Impacts to wetlands and surface waters will be avoided to the extent possible. Any necessary permits will be obtained from the NYSDEC and USACE. The general and special conditions associated with such permits and plans would be followed during construction to ensure that potential impacts to wetlands and surface waters are minimized.

3.e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff, or by disturbing bottom sediments.

Ground disturbance associated with reconstruction of the gravel access road may result in increased upland erosion. Suitable erosion control measures for the project will be followed during construction to prevent erosion-related turbidity increases to surface waters located adjacent to the project site

3.h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.

See responses to 3.d and 3.e, above.

4. Impacts on Groundwater

No impacts on groundwater were identified. No groundwater withdrawals or subsurface waste disposal are proposed as part of this project.

5. Impacts on Flooding

5.b. The proposed action may result in development within a 100 year floodplain

The project area intersects the 100-year floodplain of tributaries of the Poentic Kill, as mapped by the Federal Emergency Management Agency (FEMA). The proposed gravel access road intersects the mapped floodplain in multiple locations. The reconstruction of the gravel access road will result in 0.73 acres of ground disturbance. No impervious infrastructure will be constructed in the floodplain. Areas temporarily disturbed during the reconstruction of the gravel access road would be restored to their pre-construction conditions. All work will be designed and constructed in accordance with local floodplain regulations.

5.d. The proposed action may result in, or require, modification of existing drainage patterns.

See responses to 5.b., above.

6. Impacts on Air

No air permits will be needed for the construction or operation of the project. It is noted that there will be an increase in fossil fuel consumption by heavy machinery during the construction period, but this minor and temporary increase in vehicular emissions is not anticipated to have any measurable impact on local air quality.

7. Impacts on Plants and Animals

7.b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.

Although not noted in the FEAF Part 1, the proposed action is likely to have a small impact on the local flora and fauna. All efforts will be made to reduce or eliminate the impact by limiting clearing and following all Federal and State guidelines related to ecological impacts and review processes. The USFWS New York Field Office's Information for Planning and Consultation (IPaC) System was queried to determine whether any federally listed endangered, threatened, or candidate species are known to inhabit areas within the project area. The USFWS' IPaC System indicated that the project area is within the range of two species, the northern long-eared bat (*Myotis septentrionalis*, endangered) and monarch butterfly (*Danaus plexippus*, candidate).

The NYSDEC Environmental Resource Mapper (ERM) and New York Nature Explorer (NYNE) database were reviewed to determine whether any state-protected species records were reported for the project area. The ERM

indicated that the project area is within the vicinity of plants listed as endangered or threatened (species not disclosed). The NYNE reported the state endangered side oats grama (*Bouteloua curtipendula var. Curtipendula*) in the vicinity of the project area. Additional information regarding state-protected species was requested from the New York Natural Heritage Program due to the outcome of the ERM and NYNE results. The NHP confirmed side oats grama has been documented 0.5 miles northwest of the project site.

A habitat assessment was completed on May 16, 2024 to determine whether suitable habitat for the reported species is present within the project area, and to document the presence of any additional sensitive ecological resources on site. No observations of protected species, unique plant assemblages, or significant natural communities were noted. Approximately 0.91 acres of tree clearing will be required to facilitate construction. Appropriate documentation and coordination will be completed to ensure that potential impacts to state and federal listed species are minimized to the extent practicable. The USFWS IPaC species list indicates that the northern long-eared bat only needs to be considered for projects that include wind turbine operations, therefore, tree clearing restrictions are not anticipated. However, additional mitigation for the bat species and other reported species may be required based upon the results of consultation with the NYSDEC and USFWS, which would be progressed during the project's design stage.

7.g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.

In general, the predominant wildlife species that use the project area likely include the white-tailed deer, white-footed mouse, eastern cottontail, opossum, gray squirrel, eastern chipmunk, striped skunk, raccoon, and songbirds. The most significant habitat impacts would be associated with tree clearing, if required, which could impact habitat for multiple species. Clearing would likely be completed during the winter months to avoid clearing during the active season for the northern long-eared bat, as well as the typical nesting and breeding seasons for wildlife species (avians, mammals) that may be present within the project area. Therefore, the project is unlikely to result in significant habitat impacts or disruptions to wildlife nesting, breeding, and/or foraging activities.

8. Impacts on Agricultural Resources

The project is located within a suburban area and does not contain any agricultural land. The project area does not contain any properties that are part

of a Schenectady County Agricultural District; coordination with the NYS Department of Agriculture and Markets will not be required. No impacts to agricultural lands are expected to result from the project.

9. Impacts on Aesthetic Resources

9.c. The proposed action may be visible from publicly accessible vantage points:

i. Seasonally (e.g., screened by summer foliage, but visible during other seasons)

ii. Year-Round

Construction activities will be visible from behind residential properties on Edgewood Ave, Summer Street, and Vienna St./Myrtle Ave. Construction is unlikely to be visible to citizens enjoying nearby municipal parks and aesthetic resources within the Town as the project site is situated in a small valley screened by summer foliage and the residential properties. The existing access road is no longer visible; therefore, reconstruction of the gravel access road will result in a permanent visual change to the local viewshed. The access road will be approximately 10 to 20 feet wide. Although 0.91 acres of tree clearing is proposed, tree cover will remain between the project site and nearby residential homes.

9.d. The situation or activity in which viewers are engaged while viewing the proposed action is:

i. Routine travel by residents, including travel to and from work

ii. Recreational or tourism based activities

See response to 9.c., above.

10. Impacts on Historic and Archeological Resources

10.b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.

The project was submitted to the New York State Historic Preservation Office (SHPO) for review through the Cultural Resource Information System (CRIS). Although not noted on the FEAF Part 1, the project area is located within an archaeologically sensitive area mapped by SHPO. Most of the project involves work within previously disturbed areas associated with the municipal trunk sewer main and existing access drives. SHPO provided a letter on August 1, 2024

indicating their opinion that the project would not have an impact on any historic properties, including archeological and/or historic resources.

11. Impacts on Open Space and Recreation

The project will not result in a loss of recreational opportunities or a reduction of an open space resource. No impacts to open space or recreation were identified.

12. Impacts on Critical Environmental Areas

The project site is located within a Critical Environmental Area (CEA), Aquifer Area Overlay Zone, designated by the Town of Rotterdam. The reason for designation is to conserve, improve, and protect natural resources. No impacts to the aquifer or groundwater will occur from this project, therefore, the project will not impact this CEA.

13. Impacts on Transportation

13.e. The proposed action may alter the present pattern of movement of people or goods.

No permanent impacts on the existing roadways and transportation patterns within the Town are anticipated. Construction activities will be restricted to the project site. The reconstructed gravel access road would only be utilized by Town staff and would not be open to the public.

14. Impacts on Energy

No impacts to energy were identified. No new buildings or other improvements that will result in an increase in energy use are proposed as part of the project.

15. Impacts on Noise, Odor, and Light

15.a. The proposed action may produce sound above noise levels established by local regulation.

Although not reported on the FEAF Part 1, ambient noise levels will likely be exceeded temporarily during construction. Excess noise will be limited to daylight hours to minimize adverse impacts on the community and nearby receptors. The access drive is not expected to noticeably change operational noise levels at the site.

16. Impacts on Human Health

16.c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.

The project site is located approximately 2,000 feet north of NYSDEC Remediation Site 447004. The General Electric Company Main Plant site is an active manufacturing facility located near the Mohawk River in an industrial and commercial part of the City of Schenectady and the Town of Rotterdam. Contamination of surface soil, subsurface soil, and groundwater in excess of NYS standards, criteria, and guidelines is present at various locations on the GE Main Plant site. Contaminants of concern include volatile organic compounds (benzene, toluene, xylene, trichloroethene, 1,2-dichloroethene, vinyl chloride), semi-volatile organic compounds (acenaphthene, benzo(a)anthracene, benzo(a)pyrene, naphthalene), polychlorinated biphenyls (PCBs), and metals (primarily mercury, lead, chromium). Several areas will require remediation. Contamination has not been detected in off-site surface water or groundwater.

NYSDEC Remediation Site 447005, the G.E. Riverview Plant, is located approximately 1,700 feet northwest of the project site. The former GE Riverview Plant site is a 22-acre manufacturing facility located on the north side of West Campbell Road. The State Superfund Program has given this site a classification code of 2 (two). This classification is assigned to a site at which the disposal of hazardous waste has been confirmed and the presence of such hazardous waste or its components or breakdown products represents a significant threat to public health or the environment or hazardous waste disposal has not been confirmed, but the site has been listed on the Federal National Priorities List (NPL). This site is not listed on the NPL. The three primary contaminants, xylene, 1,2,4 trimethylbenzene and 1,3,5 trimethylbenzene are present in groundwater samples.

Additionally, NYSDEC Remediation Site 447006 is located approximately 220 feet south of the project site at its closest point. This site is located off of Campbell Road and a part of the State Superfund Program. Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were VOCs (mainly TCE and PCE), SVOCs, and metals in soil and VOCs in groundwater.

The NYSDEC Spills Incidents database was queried for potential environmental risks near the project site and found no spills have been reported in the past 5 years within or adjacent to the project site.

16.c. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.

See response to 16.c., above.

17. Consistency with Community Plans

No impacts on community plans were identified. The proposed action is consistent with existing Community Plans.

18. Consistency with Community Character

No impacts to community character were identified. The proposed action is consistent with existing Community Plans.

Figure 1

Proposed Improvements

CAROLINE AVE
VIENNA STREET
Schenectady
TWELFTH
MYRTLE AVE
CLEAN STREET
Rotterdam
WELLINGTON AVE
DELAWARE AVE
EDGEWOOD AVE
GRANVILLE AVE
Legend
ProjectSite
Town Boundary
Sources: ESRI World Clarity Map, 2022; B&L Project Data, 2024
Barton & Loguidice
N
W
E
S
0
125
250
500
Feet
Town of Rotterdam
Trunk Sewer Access Road
Proposed Improvements
Schenectady County
8/1/2024
New York
Figure
1
Project No.
904.059

RESOLUTION NO. 318.24

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

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

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

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

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

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

THEREFORE, UPON MOTION OF Councilmember _____**,**

seconded by Councilmember _____**,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Issuance of a Negative Declaration for the Town Court and Police Facility located at 369 Duanesburg Road.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	The Town of Rotterdam is proposing to construct a new municipal building at 369 Duanesburg Road. This building will house the Town Court, and Town Police Department and associated support spaces. A new Town Court and Police Department building is needed as the existing building that currently serves this purpose (located at a different address within the Town) is outdated, undersized, non-building code compliant, and lacks functionality for the services of these departments. This new facility will provide the required space for the operations of these departments and meet current handicapped accessibility requirements. The facility is proposed to encompass a total of 39,500 square feet for the main building, and 4,500 square foot pole barn structure for secured evidence storage. An on-site parking lot with 208 parking spaces will also be created.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Type 1 Action and will require environmental review prior to the Town Board making a decision on the request. The Town Board declared lead agency on May 22, 2024 and circulated the project to all involved/interested agencies.
Recommendation(s):	Town Board should make a decision on the issuance of a Negative Declaration and authorize Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Project Materials SEQR Long Environmental Assessment Form Parts 1-3
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

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Town of Rotterdam Town Court and Police Facility Feasibility Study		
Project Location (describe, and attach a general location map): 369 Duanesburg Rd, Schenectady, NY 12306		
Brief Description of Proposed Action (include purpose or need): The Town of Rotterdam is proposing to construct a new municipal building access by Duanesburg Road. This building will house the Town Court, and Town Police Department and associated support spaces. A new Town Court and Police Department building is needed as the existing building that currently serves this purpose (located at a different address within the Town) is outdated, undersized, non building code compliant, and lacks functionality for the services of these departments. This new facility will provide the required space for the operations of these departments and meet current handicapped accessibility requirements. The facility is proposed to encompass a total of 39,500 square feet for the main building, and 4,500 square foot pole barn structure for secured evidence storage. An on-site parking lot with 208 parking spaces will also be created.		
Name of Applicant/Sponsor: Town of Rotterdam, Mollie A. Collins - Town Supervisor	Telephone: 518-355-7575 Ext. 393 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard, Rotterdam, NY 12306		
City/PO: Town of Rotterdam	State: New York	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Mollie Collins, Town of Rotterdam Supervisor	Telephone: (518) 355-7575 ext.393 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: New York	Zip Code: 12306
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☑Yes☐No
If Yes, identify the plan(s):
Schenectady County Agricultural and Farmland Protection Plan

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
B-2 General Business

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

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

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

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

c. Which fire protection and emergency medical services serve the project site?
Rotterdam Fire District #2

d. What parks serve the project site?
Poutre Park and Memorial Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Other- The project will involve the construction of police facilities, Town of Rotterdam Court, and parking lot.

b. a. Total acreage of the site of the proposed action? 3.67 acres
b. Total acreage to be physically disturbed? 3.67 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3.67 acres

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

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 16 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

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

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 2
ii. Dimensions (in feet) of largest proposed structure: 16' height; 120' width; and 340' length
iii. Approximate extent of building space to be heated or cooled: 44,000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment:
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: million gallons; surface area: acres
v. Dimensions of the proposed dam or impounding structure: height; length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No
If Yes:
i .What is the purpose of the excavation or dredging?
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe.
v. What is the total area to be dredged or excavated? acres
vi. What is the maximum area to be worked at any one time? acres
vii. What would be the maximum depth of excavation or dredging? feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

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

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

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

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 4,800 gallons/day

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

- Name of district or service area: Water District No. 3
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

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

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 1,650 gallons/day

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

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

- Name of wastewater treatment plant to be used: Rotterdam Wastewater Treatment Plant
- Name of district: Sewer District #2
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 3.03 acres (impervious surface)

_____ Square feet or 3.67 acres (parcel size)

ii. Describe types of new point sources. No new point sources will be created due to this project.

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

The stormwater will be directed into a proposed on-site stormwater retention basin and/or existing municipal storm sewer.

- If to surface waters, identify receiving water bodies or wetlands: Stormwater will be directed into the existing municipal storm sewer.
- Will stormwater runoff flow to adjacent properties? ☑Yes ☐No

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

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

If Yes, identify:

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

Heavy equipment during construction (loaders, crane, & bull dozer)

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

None

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

No

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

iii. Parking spaces: Existing 5 Proposed 208 Net increase/decrease 203

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

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
Existing entrance from Duaneburg Road will be shifted slightly and improved for site access. The rear of the site will provide 1-way access to Bernard St.

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

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

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

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

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
560,000 kWh

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

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

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

i. During Construction:
- Monday - Friday: 8 hours/day
- Saturday: 0 hours/day
- Sunday: 0 hours/day
- Holidays: 0 hours/day

ii. During Operations:
- Monday - Friday: 24 hours/day
- Saturday: 24 hours/day
- Sunday: 24 hours/day
- Holidays: 24 hours/day

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

If yes:

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

Noise may temporarily exceed ambient levels during construction due to the use of heavy equipment but will end when construction is complete.

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

Describe: The project will required approximately 1.6 acres of forested area to be cleared which may currently act as a noise barrier.

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

If yes:

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

LED fixtures both building and pole mounted at approximately 10-12' which will be full cutoff and limited to the extent of the property lines serving as security lighting for the fully manned, 24/7/365 police facility

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

Describe: The project will required approximately 1.6 acres of forested area to be cleared which may currently act as a light barrier.

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally, describe the proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

The land use surrounding the project site includes an apartment complex, residential homes, commercial buildings, and a municipally owned water tower.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.35	3.03	2.68
• Forested	1.60	0.64	0.96
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.72	0	-1.72
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

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

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

A day care center is located within 100ft of the project site.

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

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

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

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

If Yes:

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

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

If Yes:

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

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

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

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

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

If yes, provide DEC ID number(s): _____

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

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? > 6 feet

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

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

Colonie loamy fine Sand	97 %
Plainfield loamy Sand	3 %
	%

d. What is the average depth to the water table on the project site? Average: > 6 feet

e. Drainage status of project site soils:
☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

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

h. Surface water features.
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No
ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

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

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

Gray Squirrel | Chipmunk |
multiple bird species | Raccoon |

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

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

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

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

If Yes:

i. Species and listing (endangered or threatened): _____

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

If Yes:

i. Species and listing: _____

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

If yes, give a brief description of how the proposed action may affect that use: _____

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

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

If Yes, provide county plus district name/number: _____

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

i. If Yes: acreage(s) on project site? 3.56 acres

ii. Source(s) of soil rating(s): USGS Web Soil Survey

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

If Yes:

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

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

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

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

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

ii. Name: _____

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

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: Mohawk Towpath National Scenic Byway

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

iii. Distance between project and resource: 2.8 miles.

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

If Yes:

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

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

F. Additional Information

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

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

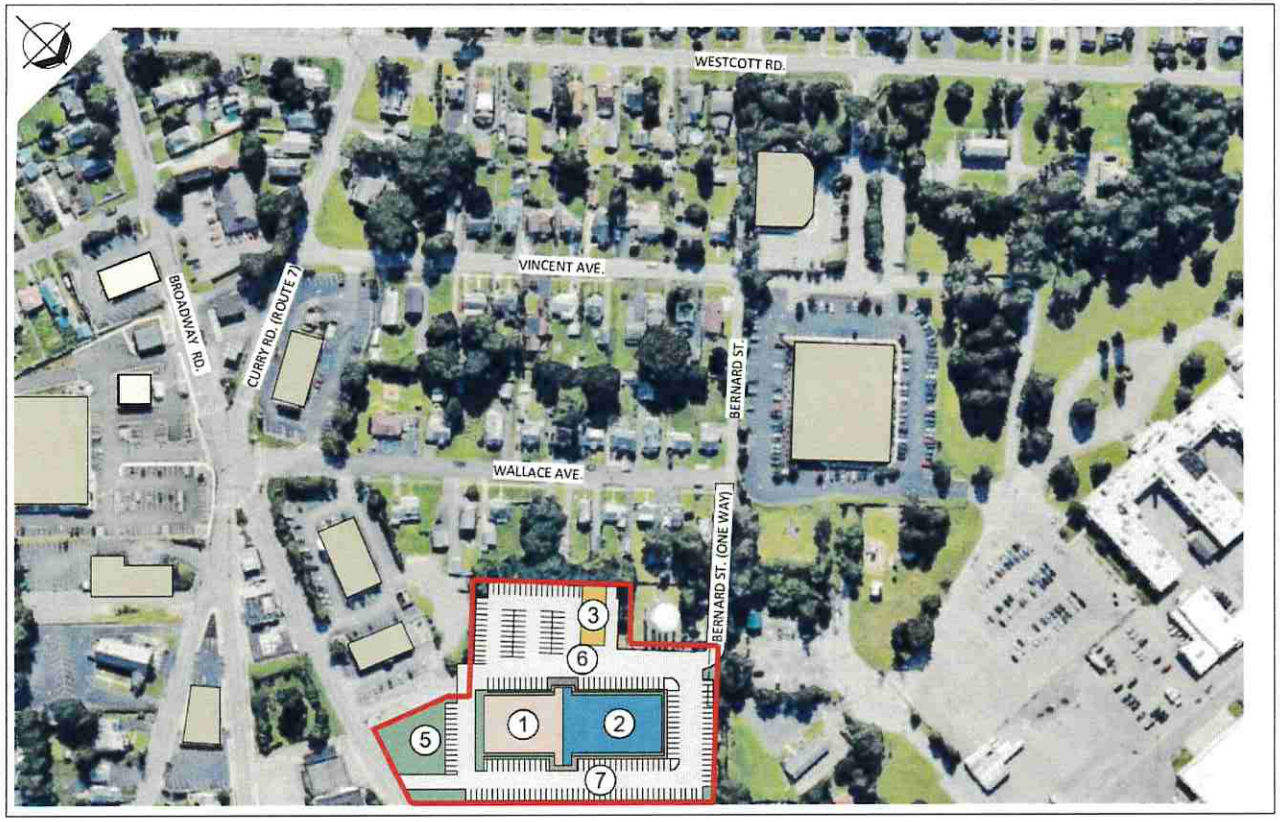
G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

PRINT FORM



369 DUANESBURG ROAD

Legend

1. New Construction – Courts
2. New Construction – Police
3. New Construction – Evidence Storage

5. New Green Space
6. Parking – 90 Spots
7. Parking – 118 Spots

Parking Calculations

208 Parking Spaces provided

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

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

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

Tips for completing Part 2:

NI = No Impact
SI = Small Impact

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

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

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

2. Impact on Geological Features

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

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

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

3. Impacts on Surface Water

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

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

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

l. Other impacts: _____		☐	☐

4. Impact on groundwater
The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES
If "Yes", answer questions a - h. If "No", move on to Section 5.

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

5. Impact on Flooding
The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☐ NO ☑ YES
If "Yes", answer questions a - g. If "No", move on to Section 6.

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

g. Other impacts: _____		☐	☐

6. Impacts on Air

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

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

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

7. Impact on Plants and Animals

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

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

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

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

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☐ NO ☑ YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☑ SI	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☑ NI	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☑ NI	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☑ NI	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☑ NI	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☑ NI	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☑ NI	☐
h. Other impacts: _____		☐	☐

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

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

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

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑ NI	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑ SI	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑ NI	☐

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

11. Impact on Open Space and Recreation

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

☑ NO ☐ YES

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

12. Impact on Critical Environmental Areas

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

☑ NO ☐ YES

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

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

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

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

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

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

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

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

16. Impact on Human Health
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☐ NO ☑ YES
If "Yes", answer questions a - m. If "No", go to Section 17.

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

17. Consistency with Community Plans

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

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

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

18. Consistency with Community Character

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

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

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

PRINT FULL FORM

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

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

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

Reasons Supporting This Determination:
To complete this section:

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

An evaluation of the magnitude and importance of project impacts was completed and details are available under separate cover in a Part 3 Supporting Information document.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
See Part 3 Supporting Information (attached).

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

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

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

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

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

Name of Action: Town of Rotterdam Town Court and Police Facility

Name of Lead Agency: Town of Rotterdam Town Board

Name of Responsible Officer in Lead Agency: Peter Comenzo

Title of Responsible Officer: Town of Rotterdam Senior Planner

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Peter Comenzo Date: 8/14/24

For Further Information:

Contact Person: Peter Comenzo, Town of Rotterdam

Address: 1100 Sunrise Boulevard, Rotterdam, NY 12306

Telephone Number: (518) 355-7575, ext. 338

E-mail: pcomenzo@rotterdamny.org

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

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

PRINT FULL FORM

PART 3 SUPPORTING INFORMATION

EVALUATION OF THE MAGNITUDE AND IMPORTANCE OF PROJECT IMPACTS

for

Town of Rotterdam Town Court and Police Facility Project
Located in the Town of Rotterdam
Schenectady County, New York

August 2023

Prepared for:

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306
Phone – (518) 355-7575

Prepared by:

Barton & Loguidice, D.P.C.
120 Washington Street, Suite 100
Watertown, New York 13601
Phone – (315) 701-9810

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Figure 1 – Proposed Facility Site Map

Appendix A – Coordinated Review Responses

A. PROJECT DESCRIPTION

The Town of Rotterdam is proposing to construct a new municipal building on real property denoted by tax ID 48.19-13-16. The new site would be accessed from Duanesburg Road. The existing entrance from Duanesburg Road will be shifted and improved, and the existing portion of Bernard Street (which is a one-way) within the tax parcel limits, will be removed to accommodate proposed parking areas. This new building will house the Town Court, Town Police Department, and associated support spaces. A new Town Court and Police Department building is needed as the existing building that currently serves this purpose (located at a different address within the Town) is outdated, undersized, does not comply to current building code, and lacks functionality for the services of these departments. This new facility will provide the required space for the operations of these departments and meet current handicapped accessibility requirements. The facility is proposed to encompass a total of 39,500 square feet for the main building, and a 4,500 square foot pole barn structure for secured evidence storage. An on-site parking lot with 208 parking spaces will also be created. As part of this action, the Town will purchase the parcel at 369 Duanesburg Road in support of the project (3.67 acres) and will look to demolish the existing commercial building at that location to make room for the new building construction. The proposed improvements are shown in Figure 1, attached.

B. COORDINATED REVIEW

The Town of Rotterdam Town Board declared their intent to act as the lead agency for the State Environmental Quality Review Act (SEQRA) process on June 12, 2024. Part 1 of the Full Environmental Assessment Form (FEAF) and a project location map were sent to interested and involved agencies (Table 1) on June 26, 2024, to initiate a coordinated review of the proposed action.

Table 1— Interested and Involved Agencies

Involved Agencies	Interested Agencies	Other Entities Provided Copies of SEQR Documents
NYS Department of Environmental Conservation (NYSDEC) NYS Department of Health (NYSDOH) NYS Department of Transportation (NYSDOT)	Town of Rotterdam Planning Commission Schenectady County Planning Agency	None

The coordinated review comment period ended on July 26, 2024. Responses were received from the NYSDEC, NYSDOH, and NYSDOT (Appendix A). The NYSDOT submitted a letter dated August 8, 2024 responding to the June 26th submittal, and follow-up responses were sent August 12th (Appendix A). The NYSDOT, NYSDEC and NYSDOH provided consent to the Town of Rotterdam Town Board serving as the lead agency for SEQR; no additional comments were provided. Further coordination with all involved agencies will be completed during the project's preliminary design phase.

C. DETAILED INFORMATION IN RESPONSE TO PART 2 OF SEQRA FULL EAF

The following information provides a detailed discussion of the potential impacts identified in Part 2 of the FEAF that were listed as "small" or "moderate to large," in support of Part 3 of the FEAF. The answers in the "No or Small Impact" column on Part 2 of the FEAF are further clarified with an "NI" for no impact and "SI" for small impact. This document is organized according to the question numbers in Part 2, and the additional information provided herein summarizes the proposed actions that will be taken in order to minimize and/or mitigate each identified impact.

1. Impacts on Land

1.e. The proposed action may involve construction that continues for more than one year or in multiple phases.

Construction activities will involve a single phase that is expected to last for approximately 16 months. The project will involve demolition and construction, with time needed for final site improvements and clean-up. Construction is unlikely to be continuous year-round due to seasonal weather conditions. The project area is 3.67 acres, and project components will cover this entire area. Final design plans and site layout will be determined during subsequent project phases. A construction duration of over 12 months is not anticipated to have a significant impact on the community.

2. Impacts on Geological Features

No impacts were identified to Geological Features. The proposed action will not result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves).

3. Impacts on Surface Water

3.d. The proposed action may create a new water body.

Due to the proposed increase in impervious surfaces, and depending on the final use of impervious versus pervious materials, the installation of a stormwater retention feature may be necessary to address treatment of stormwater on site. The size and location of this new water impoundment will be determined during the design process.

3.h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.

No mapped wetland or water resources are mapped within or adjacent to the project area. Direct discharges of stormwater into such resources will not occur

based on the project location. A Stormwater Pollution Prevention Plan (SWPPP) will be developed for the project and will outline the temporary and permanent erosion and sediment control (ESC) requirements for the project, in addition to evaluating the size of the stormwater retention pond for the project. A SPDES Permit will be requested from the NYSDEC for the project. The general and special conditions associated with such a permit and plans would be followed during construction and longer-term as part of facility maintenance. No degradation of receiving waters are anticipated, but stormwater controls and ESC measures will be put in place during project construction and permanently as part of the new facility.

4. **Impacts on Groundwater**

No impacts on groundwater are expected to occur. The proposed action does not propose a new or additional use of ground water at the site. The project location overlies a Principal Aquifer, but no interaction with the groundwater table is expected – during construction or as part of the constructed facility.

5. **Impacts on Flooding**

5.d. The proposed action may result in, or require, modification of existing drainage patterns.

The proposed project is not located in any mapped floodplains or floodways. Regardless, the construction of the new facility will alter current drainage patterns. The parcel is currently commercially developed, but the building will be replaced with two buildings, and the site will be re-oriented to support the new Court/Police facility. This will result in landscape alterations, compared to the existing condition, which will alter how stormwater flows and is addressed. No concerns are noted related to the modifications to on-site drainage patterns as part of the new facility construction. Stormwater runoff will be minimized and the project's SWPPP will address operation and maintenance of stormwater control measures for the project. Impacts to surrounding properties are expected to be minimal.

6. **Impacts on Air**

No air permits will be needed for the construction or operation of the project. It is noted that there will be an increase in fossil fuel consumption by heavy machinery during the construction period, but this minor and temporary increase in vehicular emissions is not anticipated to have any measurable impact on local air quality. The property is currently commercially developed, so significant increases in emissions are not expected.

7. Impacts on Plants and Animals

7.b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.

The proposed action is likely to have a small impact on the local flora and fauna. All efforts will be made to reduce or eliminate the impact by limiting clearing and following all Federal and State guidelines related to ecological impacts and review processes. The USFWS New York Field Office's Information for Planning and Consultation (IPaC) System was queried to determine whether any federally listed endangered, threatened, or candidate species are known to inhabit areas within the project area. The USFWS' IPaC System indicated that the project area is within the range of the northern long-eared bat (*Myotis septentrionalis*, endangered) and the tri-colored bat (*Perimyotis subflavus* – proposed for listing).

The NYSDEC Environmental Resource Mapper (ERM) and New York Nature Explorer (NYNE) database were reviewed to determine whether any state-protected species records were reported for the project area. The ERM indicated that the project area is not within the vicinity of state-protected plants or animals. The NYNE did not provide any specific records for the project area.

A habitat assessment will be completed during the project's design phase to determine whether suitable habitat for the reported species is present within the project area, and to document the presence of any additional sensitive ecological resources on site. A small amount of tree clearing (maximum of 1.6 acres) may be required to facilitate construction and facility build-out. Appropriate documentation and coordination will be completed to ensure that potential impacts to state and federal listed species are minimized to the extent practicable. Mitigative measures, such as the clearing of trees 2 inches or more in diameter during the winter (November 1 through March 31) to reduce potential adverse impacts to bats, will be implemented, if required. Additional mitigation for the bat species and other reported species may be required based upon the results of consultation with the NYSDEC and USFWS, which would be progressed during the project's design stage. Due to the surrounding developments and the absence of quality travel corridors or surface waters near the project location, the removal of high quality habitat is not anticipated.

8. Impacts on Agricultural Resources

8.a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.

According to the USDA NRCS Web Soil Survey, the predominant mapped soil unit for the project area is classified as prime farmland or farmland of statewide importance. This designation is comparable to NYS Land Classification System soil group 1 through 4 designations. There are no active agricultural lands within the project limits or immediately adjacent, so impact to agricultural resources as a result of the proposed project are not expected. . The project area does not contain any properties that are part of a County Agricultural District; therefore, coordination with the NYS Department of Agriculture and Markets will not be required. No impacts to agricultural land are expected to result from the project.

9. Impacts on Aesthetic Resources

9.a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.

Construction activities would be visible from Duanesburg Road and Bernard Street, and other local roadways in the immediate project vicinity. Access to portions of the site, and possibly to immediately adjacent parcels, may be temporarily restricted or modified during construction to maintain public safety, however, no permanent impacts to access are anticipated. Access to adjacent businesses will remain open, but the surrounding properties may be subject to temporary work zone traffic controls during construction of the new Courts/Police facility.

- Construction activities would also be visible to people traveling through the project area on their way to nearby parks and during routine travel, but visual conditions will not be drastically different from the current commercial development on the site. The addition of the new facility will not result in a sharp visual contrast. Determining whether landscape plantings are required in strategic locations to provide permanent screening will be considered during design development. Overall, the new buildings and parking areas would be similar to existing adjacent developments and will not be out of character compared for the project location in the Town.

9.c. ***The proposed action may be visible from publicly accessible vantage points:***

i. ***Seasonally (e.g., screened by summer foliage, but visible during other seasons)***

ii. ***Year-Round***

See response to 9.a., above.

9.d. ***The situation or activity in which viewers are engaged while viewing the proposed action is:***

i. ***Routine travel by residents, including travel to and from work***

ii. ***Recreational or tourism based activities***

See response to 9.a., above.

9.f. ***There are similar projects visible within the following distance of the proposed project: 0-1/2 mile, ½-3 miles, 3-5 miles, or 5+ miles.***

See response to 9.a., above. The proposed visual changes at the project location along Duanesburg Road are not expected to result in a sharp contrast to existing land use conditions within the project area and surrounding community.

10. **Impacts on Historic and Archeological Resources**

10.b. ***The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.***

The project was submitted to the New York State Historic Preservation Office (SHPO) for review through the Cultural Resource Information System (CRIS). The project area is located within an archaeologically sensitive area mapped by SHPO. Most of the project involves work within previously disturbed areas associated with the existing commercial development at the site. The construction of the new facility would largely involve work in previously disturbed locations, but some currently vegetated areas will also be disturbed. Consultation with the SHPO will continue and any requirements issued will be followed. No adverse impacts to archaeological, cultural, or historic resources are anticipated. No State or Federal Historic Register structures or areas are listed or eligible for the project parcel or adjoining parcels.

11. Impacts on Open Space and Recreation

The proposed project is not expected to result in a loss of recreational opportunities or a reduction in an open space resources.

12. Impacts on Critical Environmental Areas

No impacts to Critical Environmental Areas were identified. There are no Critical Environmental Areas within or near the project area.

13. Impacts on Transportation

13.b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.

The project proposed the construction of 208 parking spaces, which is an increase over the existing formally designated 5 spaces that support the existing development. However, the proposed parking amount does not meet the threshold of 500 or more spaces, which is determined to potentially result in a moderate to large impact. The design phase will look to layout the proposed facility and the parking areas.

13.e. The proposed action may alter the present pattern of movement of people or goods.

The only permanent roadway impact is anticipated to be the closure of a portion of Bernard Street to facilitate project layout and construction. Bernard Street is a low-volume one-way road, so impacts from the closure are not expected to be significant. Bernard Street will remain open until the project limits, so that access to other adjacent locations is still provided. Bernard Street does not provide sole access to any properties and the removal of a portion of this roadway will not result in the creation of a land-locked parcel(s). The main access point to the new Courts/Police facility will remain off of Duanesburg Road, though the exact location will be slightly shifted to improve site layout and travel patterns. No other permanent impacts to the existing roadways and transportation patterns within the Town of Rotterdam are anticipated. These modifications are not anticipated to result in significant adverse impacts. A Highway work permits will be obtained from the NYSDOT for work along and within the NY Route 7 right-of-way.

14. Impacts on Energy

14.e. The proposed action may utilize more than 2,500 MW hours per year of electricity.

An increase in energy usage will result from the new facility, when compared to that used by the existing business on site. However, the energy used is estimated to be 560 MW hours per year during facility operation, which is much less than the threshold identified above (2,500 MW). Existing utility infrastructure already exists to support operation of the new buildings; no new or upgraded substations will be required.

14.d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.

Two new buildings are proposed to be constructed: a 39,500 SF main building and a 4500 SF pole barn structure. Together, that amounts to 44,000 SF of proposed building space to be heated and cooled. This is significantly below the threshold of 100,000 SF noted in Part 2. New heating and cooling systems will be installed during building construction, but no upgrades to the local utility grid are necessary to meet these requirements.

15. Impacts on Noise, Odor, and Light

15.a. The proposed action may produce sound above noise levels established by local regulation.

Ambient noise levels will be exceeded temporarily during construction. Excess noise will be limited to daylight hours to minimize adverse impacts on the community and nearby receptors. The proposed improvements at the site are not expected to result in noticeable operational noise levels, as the surrounding area is so developed and already experiences a high level of urban noise from commercial uses.

15.d. The proposed action may result in light shining onto adjoining properties.

Exterior lighting would be installed at the new facility site and in the parking areas. LED light fixtures would be mounted approximately 10-12 feet high and would aim downward. Fixtures will be placed on the exterior of the buildings and on pole-mounts in the parking areas. Parking area lighting would be full cutoff and limited to the extent of the property limits to serve as security lighting for the fully-staffed and always operating police facility. Adjacent residential areas are currently wholly or partially screened by deciduous trees, which would aid in seasonal visual screening of the new site during the growing season. Vegetative buffers would be installed and bolstered, if warranted. New site lighting may be visible from nearby properties but would not shine directly

upon them and is not expected to cause an adverse impact, as existing exterior and street lighting exists throughout the general project location.

16. Impacts on Human Health

16.a. The proposed action is located within 1,500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.

A day care facility was identified within 100 feet of the project site. This day care facility is located across Bernard Street from the project location, and does not directly join the project area. The proposed type of facility to be constructed at 369 Duanesburg Road may be visible from the day care, but will not affect day care facility operations or use. No work is proposed on day care property, and access to the facility would be maintained throughout the duration of construction. No exposures to new or existing sources of contaminants are anticipated to result from the project, and no adverse impacts to the school are anticipated.

17. Consistency with Community Plans

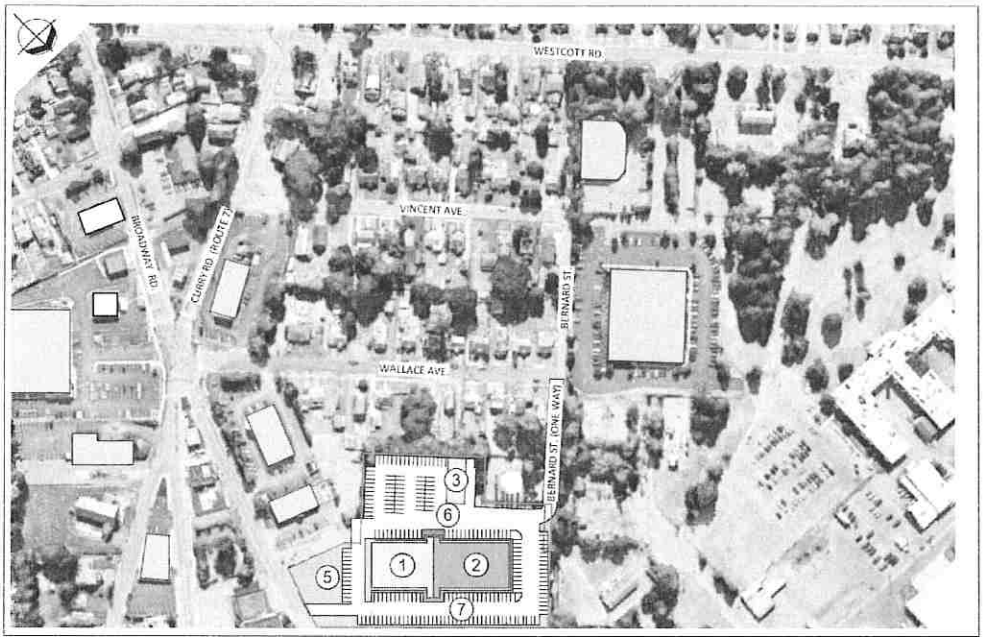
No impacts on community plans were identified. The proposed action is consistent with existing Community Plans.

18. Consistency with Community Character

The proposed Courts/Police facility is consistent with the existing community character and will look to further support the community and provide improved service and access to Town residents.

Figure 1

Proposed Facility Site Map



369 DUANESBURG ROAD

Legend

1. New Construction – Courts
2. New Construction – Police
3. New Construction – Evidence Storage

5. New Green Space
6. Parking – 90 Spots
7. Parking – 118 Spots

Parking Calculations

208 Parking Spaces provided

Appendix A

Coordinated Review Responses

SEQRA LEAD AGENCY DESIGNATION

ACTION: Town of Rotterdam Town Court and Police Facility

The undersigned involved or interested agency hereby:

☒ Received the coordinated review package for the above-referenced action; AND

☒ Consents; OR

☐ Does not consent

to the designation of the Town of Rotterdam Town Board as Lead Agency for the above-referenced action.

NYS DOH Bureau of Water Supply Protection

(Name of Involved or Interested Agency)

Jordan Bensen

(Printed Name of Representative)

J Bensen

(Electronic/Digital Signature of Representative)

06/26/2024

Date

Form must be received before the end of the coordinated review period: July 26, 2024

Johanna E. Duffy

From: Malcolm, Kate F (DEC) <Kate.Malcolm@dec.ny.gov>
Sent: Tuesday, July 2, 2024 5:08 PM
To: Johanna E. Duffy
Subject: FW: Town of Rotterdam New Police/Courts Facility - SEQRA Coordinated Review Submission
Attachments: SEQR (T) Rotterdam Police-Court New Facility (Signed).pdf

ATTENTION --> This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Johanna,

Please accept this email as NYSDEC's response to the Lead Agency Request for the proposed Rotterdam Police and Town Court facility. The Department consents to the Rotterdam Town Board as being the Lead Agency for SEQR review of this project.

Thank you,
Kate

Kate Malcolm
Regional Permit Administrator
Region 4, Division of Environmental Permits

New York State Department of Environmental Conservation
1130 North Westcott Rd. Schenectady, NY 12306
P: (518) 357-2459 | kate.kornak@dec.ny.gov

NEW YORK STATE | Department of Environmental Conservation

From: Roy, Brenden E (DEC) <brenden.roy@dec.ny.gov>
Sent: Monday, July 1, 2024 2:47 PM
To: Malcolm, Kate F (DEC) <Kate.Malcolm@dec.ny.gov>
Subject: FW: Town of Rotterdam New Police/Courts Facility - SEQRA Coordinated Review Submission

Hey Kate,

Finishing up clearing out some things out of the R4, please see the attached LA Ltr –

I have saved this here, and can make some GIS maps if you'd like, just let me know!

Sincerely,

Brenden Elliot-Stiles Roy
Administrative Assistant I
Region 4, Division of Environmental Permits

New York State Department of Environmental Conservation
1130 North Westcott Rd. Schenectady, NY 12306
518-357-2449 ~ brenden.roy@dec.ny.gov

From: Bensen, Jordan (HEALTH) <Jordan.Bensen@health.ny.gov>
Sent: Wednesday, June 26, 2024 2:24 PM
To: Johanna E. Duffy <Jduffy@bartonandloguidice.com>
Cc: Grady, William F (HEALTH) <William.Grady@health.ny.gov>; Burneson, Audrey J (DOT) <Audrey.Burneson@dot.ny.gov>; Tedesco, Gaetano (DOT) <Gaetano.Tedesco@dot.ny.gov>; dec.sm.DEP.R4 <R4DEP@dec.ny.gov>; Ward, Christopher F (DOT) <Christopher.Ward@dot.ny.gov>; ray.gillen@countyofschenectady.com; 'krscannell@rotterdamny.org' <krscannell@rotterdamny.org>
Subject: RE: Town of Rotterdam New Police/Courts Facility - SEQRA Coordinated Review Submission

Please see the signed notice attached above.

Thank you,

Jordan Bensen
Program Aide - Design Section
Bureau of Water Supply Protection

New York State Department of Health
Empire State Plaza, Corning Tower, Room 1135, Albany, NY 12237
518-402-7694 | jordan.bensen@health.ny.gov

From: Johanna E. Duffy <Jduffy@bartonandloguidice.com>
Sent: Wednesday, June 26, 2024 1:59 PM
To: Burneson, Audrey J (DOT) <Audrey.Burneson@dot.ny.gov>; Tedesco, Gaetano (DOT) <Gaetano.Tedesco@dot.ny.gov>; dec.sm.DEP.R4 <R4DEP@dec.ny.gov>; Ward, Christopher F (DOT) <Christopher.Ward@dot.ny.gov>; Bensen, Jordan (HEALTH) <Jordan.Bensen@health.ny.gov>; Grady, William F (HEALTH) <William.Grady@health.ny.gov>; ray.gillen@countyofschenectady.com; 'krscannell@rotterdamny.org' <krscannell@rotterdamny.org>
Cc: Johanna E. Duffy <Jduffy@bartonandloguidice.com>
Subject: Town of Rotterdam New Police/Courts Facility - SEQRA Coordinated Review Submission

Some people who received this message don't often get email from jduffy@bartonandloguidice.com. Learn why this is important

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good afternoon,
The Town of Rotterdam has recently taken action to declare their Intent to serve as the SEQRA Lead Agency for the proposed Town of Rotterdam Town Court and Police Facility Project. This project proposes development of a new municipal facility at 369 Duanesburg Road, Rotterdam, NY – parcel ID 48.19-13-16. Your agency has been identified as an

Interested or Involved Agency, in accordance with the SEQR regulations at 6 NYCRR Part 617. The attached package serves to coordinate the review and lead agency determination for this project. Thank you, ~Johanna

Johanna E. Duffy, PWS, CWB®
Associate
Environmental

Barton&Loguidice
Office: 315.457.5200
Email: Jduffy@bartonandloguidice.com
Website | LinkedIn | Twitter | Facebook | Vimeo

The information in this message is confidential and is intended for the identified recipient(s). If you are not an intended recipient, please delete the message and notify the sender immediately. Any unauthorized use, disclosure or copying of this message is strictly forbidden and may be subject to legal action.

Barton
&Loguidice

August 12, 2024

Greg Wichser, P.E.
Acting Regional Program and Planning Manager
New York State Department of Transportation Region 1
Suite 1S50
50 Wolf Road
Albany, New York 12232

Re: Town of Rotterdam
SEQR Coordinated Review Comments
Town of Rotterdam Town Court and Police Facility

File: 904.053.001

Dear Mr. Wichser:

Thank you for your prompt review and comments in the response letter dated August 8, 2024 for the SEQR Part 1 Full Environmental Assessment Form for the proposed Town of Rotterdam Town Court and Police Facility. On behalf of the Town of Rotterdam, we offer the following responses to your comments.

1. The NYSDOT acknowledges the Town of Rotterdam Town Board will be designated as the Lead Agency for this environmental review. NYSDOT believes we are an Involved agency under SEQR.

   Response: Comment acknowledged.

2. Comments regarding the Town of Rotterdam's Comprehensive Plan, traffic and safety, walkability and multi-modal transportation, and stormwater management.

   Response: Comments acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider improvements to the project for incorporating the Town of Rotterdam's Comprehensive Plan, traffic and safety, walkability and multi-modal transportation, and stormwater management onsite. Additionally, per the Town Court and Police Facility Feasibility Study (FS), there are very limited opportunities to utilize centrally located spaces within the Town that are of adequate size to accommodate the space needs of the Town Court and Police Department, which include adequate associated parking requirements. Of the available options identified as part of the FS option 3 is the most viable solution.

3. There are potential improvements the proposed project could implement to better align with the Town's comprehensive plan and community needs.

   a. Extension of Bernard St westward to create a road connection to Maple Pine Manor.

      Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider site access improvements.

b. Installation of ADA compliant sidewalks along the frontage of Duanesburg Rd/NY 7.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider extending an ADA compliant sidewalk along the frontage of Duanesburg Rd/NY 7.

c. Installation of ADA compliant sidewalk from road entryway to access door/or around building facility to the entrance.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider extending an ADA compliant sidewalk from Duanesburg Rd/NY 7 to the building facility entrance.

d. Installation of ADA compliant sidewalks installed on the western and eastern sides of the building to improve pedestrian safety.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider extending an ADA complaint sidewalk on the western and eastern sides of the building to improve pedestrian safety.

e. Installation of a crosswalk between the evidence storage and building sidewalk/nearest entry point.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider providing a crosswalk between the evidence storage and building sidewalk near the building entry.

f. Directional arrows within the parking lot to direct the flow of traffic.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider providing directional arrows within the parking lot to direct the flow of traffic.

g. To promote multi-modal travel, installations of bike racks at main entrances to proposed court and police office.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider providing bike racks at the main entrances to proposed court and police office.

h. If possible, implementing a connection to the "Mariaville Rd & Princetown Rd" bus stop would further the multi-modal approach needed in this area.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design, approval process and CDTA, will consider implementing a connection to the "Mariaville Rd & Princetown Rd" bus stop, if possible.

i. Redevelopment of building plan to have the facility constructed upwards into a multi-storied unit instead of all ground level.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider providing a multi-storied unit. However, it should be noted that the occupancy type of the facility, a single story structure is more advantageous to safety and security of the building users and public.

j. Since the NYSDOT does not allow development to directly discharge stormwater into the highway stormwater management system, plans for the impoundment structure should be solidified or a stormwater management system be established.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider design solutions to address stormwater management onsite.

k. If possible, expand the new green space until aligned with neighboring parking.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider expanding new green space aligned with neighboring parking.

l. Conduct a Traffic Impact Study (TIS) to examine the impact of the new curb cut, introduction of more traffic leaving the Bernard St. one-way through the new facility and reported increase in evening traffic estimates.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will review with NYSDOT to address traffic concerns. It should be noted that traffic from the existing Town Court/Police Building located on Princetown Road north of the subject property currently utilizes the five-corner intersection and no additional traffic congestion is anticipated. See the Attachment 2 site location map for a visual.

4. The NYSDOT has received a full EAF form, Lead Agency Letter, and Site Plan from Johanna E. Duffy on June 26th, 2024.

Response: Comment acknowledged.

5. We request that the Town develop a stormwater management plan for the site before submitting an application for a Highway Work Permit.

Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will consider design solutions to address stormwater management onsite.

6. A NYSDOT Highway Work Permit (PERM 33-com) will be necessary for any work within the State right-of-way along Route 7.

Response: Comment acknowledged.

7. To further explore the impacts of this project on the Five Corners intersection, we request a Traffic Impact Study be conducted before the Town applies for a Highway Work Permit.

   Response: Comment acknowledged. The Town of Rotterdam, in coordination with the development of the project design and approval process, will review with NYSDOT to address traffic concerns.

8. A PERM 32 NYSDOT permit application will be required for any utility work in the NYSDOT right-of-way.

   Response: Comment acknowledged.

Please let us know if you require any additional information. Once the project progresses into preliminary design, the Town and B&L would be happy to meet with the NYSDOT team to review the project in detail.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Principal

TRB/jms

Attachments

cc: Mollie Collins, Town of Rotterdam Supervisor
Peter Comenzo, Senior Planner
Wyatt Martin, Region 1 Traffic
Chad Corbett, Resident Engineer, Schenectady County
Brian Sleasman, Region 1 Design

Attachment 1 – NYSDOT SEQR Response Letter

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

MICHAEL G. ARTHUR, P.E.
Regional Director

August 8th, 2024

Peter Comenzo, Town of Rotterdam Senior Planner
Tow of Rotterdam
Planning/Zoning Department
1100 Sunrise Boulevard
Schenectady, NY 12306

Re: SEQR: Reference Number N/A
Town of Rotterdam Town Court and Police Facility
369 Duanesburg Rd
Schenectady, NY 12306

Dear Mr. Comenzo:

The New York State Department of Transportation has reviewed the SEQR documentation received per the correspondence dated **June 26th, 2024**, and offers the following:

1. The NYSDOT acknowledges the **Town of Rotterdam Town Board** will be designated as the Lead Agency for this environmental review. NYSDOT believes we are an **Involved** agency under SEQR.

2. The project area is located within the B-2 General Business Zoning in Rotterdam and according to the town's comprehensive plan is a designated "Mixed-use Node" which is intended to "create vibrant and attractive destinations to live, shop, walk and gather." The project consists of construction of a new municipal building that will house the Town Court, Town Police Department, and associated support spaces. The facility is proposed to be 39,500 sqf, along with an additional 4,500 sqf pole barn for evidence storage and a new parking lot with 208 parking spaces. The project would require the demolition of a current existing commercial building along with clearing 1.6 and 1.08 acres of forest/meadow land respectively.

   The Town of Rotterdam's Comprehensive plan designates this specific area as the "Five Corners Node". The Plan identifies challenges such as "poor traffic circulation and safety concerns, aesthetic concerns, lack of walkability, large areas of impervious surfaces and underutilized spaces and a prioritization of parking over pedestrian and placemaking amenities." In the "Five Corners Transportation Land Use Linkage Study" conducted for the town, and in agreement with the comprehensive plan, the vision for any

development in this area is to help further an integrated multi-modal transportation approach and improve walkability/bike-ability. Currently, this project does not help to combat any of the challenges listed but may actively worsen them.

Regarding traffic and safety, the proposed project would introduce another curb cut at the five-corners intersection and creates a less than optimal flow of the Bernard St one-way into the police and court parking. The "Five-Corners Transportation and Land Use Linkage Study" completed by CRTC on behalf of the Town established that Bernard St. was used by residents to dodge the five corners intersection, and now would be mixing with traffic from the new project. The FEAF assessed that traffic would significantly increase in the evenings as a result of the project. This location is also identified as a PIL (Priority investigation location) with a Potential for Safety Improvement (PSI) of 0.25. The PIL shows a pattern of fixed object crashes and vehicles run off the road. Additionally, the congestion already associated with the intersection may hinder emergency response vehicle times if responders are delayed by the "Five Corners" intersection.

Regarding walkability and multi-modal transportation, the current plan has no amenities regarding cyclists, and does not include any plans to build/expand the sidewalks within the area, infrastructure that the comprehensive plan notes is lacking. This project would prioritize more parking in the area, opposed to the needs of the community stated in the comprehensive plan for more pedestrian centered space and reduced focus on parking and automobile centered infrastructure.

Regarding stormwater management, the plan would add 3.03 acres of impervious surface with no set stormwater plan created except for "The stormwater will be directed into a proposed on-site stormwater retention basin and/or existing roadside storm sewer system," which may increase the severity of stormwater on the road. Duanesburg Rd/NY 7 is designated as having medium vulnerability for street flooding. NYSDOT does not allow direct discharge of stormwater into our system from new development as a standard requirement outlined later.

The plan proposes a reduction in green space, a total clearing of 1.6 acres of forested/shrubby area and 1.08 acres of meadows/grassland area. The FEAF indicated that there are two endangered/threatened animals within this area, the Long-Eared Bat and Tri-Colored Bat. However, the removal of the older commercial building may be a positive since a newer building may better align with the comprehensive plan's goal to create a more "consistent look and feel in the community."

3. There are potential improvements the proposed project could implement to better align with the town's comprehensive plan and community needs. These improvements can help better address the mobility, pedestrian safety, neighborhood character, and in-fill development desired in the "Five Points Node" Please see below suggestions for the town's consideration:

   a. Extension of Bernard St westward to create a road connection to Maple Pine Manor. This will add an alternate route to redirect traffic away from Five-Corners. Alternatively, a connection from Bernard St. to the southwest road into the Rotterdam Industrial Park would provide the same benefits. Compliant signage would need to be installed with either improvement.

   b. Installation of ADA compliant sidewalks along the frontage of Duanesburg Rd/NY 7. This will further the development of walkable infrastructure within this area and improve safety for pedestrians.

   c. Installation of ADA compliant sidewalk from road entryway to access door/or around building facility to the entrance. This sidewalk will create a safe, accessible route from the road to the door for pedestrians.

   d. Installation of ADA compliant sidewalks installed on the western and eastern sides of the building to improve pedestrian safety.

   e. Installation of a crosswalk between the evidence storage and building sidewalk/nearest entry point.

   f. Directional arrows within the parking lot to direct the flow of traffic.

   g. To promote multi-modal travel, installations of bike racks at main entrances to proposed court and police office.

   h. If possible, implementing a connection to the "Mariaville Rd & Princetown Rd" bus stop would further the multi-modal approach needed in this area. This could be achieved by introducing a crosswalk from the northern side to southern side of Duanesburg Rd/NY 7 where the site sidewalk would be, in order to improve pedestrian access from the municipal building to the bus stop.

   i. Redevelopment of building plan to have the facility constructed upwards into a multi-storied unit instead of all ground level. This would help diminish impervious space, require less deforestation, and give the opportunity for more green space.

   j. Since the NYSDOT does not allow development to directly discharge stormwater into the highway stormwater management system, plans

for the impoundment structure should be solidified or a stormwater management system be established.

k. If possible, expand the new green space until aligned with neighboring parking. The expansion would mitigate removal of green space for the construction of the municipal facility and create an inviting streetscape and would also remove a curb cut, reducing potential conflicts between pedestrians and vehicles. The new green space would also provide an opportunity to introduce a tree line to buffer the neighboring daycare from the municipal facility.

l. Conduct a Traffic Impact Study (TIS) to examine the impact of the new curb cut, introduction of more traffic leaving the Bernard St. one-way through the new facility and reported increase in evening traffic estimates.

4. The NYSDOT has received a full EAF form, Lead Agency Letter, and Site Plan from Johanna E. Duffy on June 26th, 2024.

5. Please note that NYSDOT does not allow new development to directly discharge stormwater into the highway stormwater management system. We request that the Town develop a stormwater management plan for the site before submitting an application for a Highway Work Permit.

6. A NYSDOT Highway Work Permit (PERM 33-com) will be necessary for any work within the State right-of-way along Route 7.

7. To further explore the impacts of this project on the Five Corners intersection, we request a Traffic Impact Study be conducted before the Town applies for a Highway Work Permit.

8. A PERM 32 NYSDOT permit application will be required for any utility work in the NYSDOT right-of-way. Please submit documentation the Town will take ownership of any proposed utilities in NYSDOT right-of-way.

If you have any questions pertaining to the Utility Permit process or requirements, please contact Matt Haggerty at Matt.Haggerty@dot.ny.gov or (518) 461-3669. For questions about the Highway Work Permit process and requirements, contact Wyatt Martin, Regional Permit Engineer (Wyatt.Martin@dot.ny.gov or 518-457-4745).

Sincerely,

Gregory S Wichser, P.E.
Acting Regional Program and Planning Manager

cc: Wyatt Martin, Region 1 Traffic
Matt Haggerty, Region 1 Construction
Chad Corbett, Resident Engineer, Schenectady County
Brian Sleasman, Region 1 Design

Attachment 2 – Site Location Map

Plotted: 8/12/2024 12:25:54 PM
C:\Users\jconley\Documents\T.Rotterdam - Police and Court - New Construction Option CENTRAL FILE 06.15.23_jconley7S4YQ.rvt

Barton & Loguidice

Date	Scale
08/12/24	AS SHOWN

TOWN OF ROTTERDAM
TOWN COURT & POLICE FACILITY
FEASIBILITY STUDY

SITE LOCATION MAP

TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK

Figure Number	Project Number
A-001	904.053.001

RESOLUTION NO. 319.24

CALL FOR BIDS FOR ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

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 call for bids for Rotterdam Senior Center Parking Lot Improvements.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

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

ROTTERDAM SENIOR CENTER PARKING LOT IMPROVEMENTS

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

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

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

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 6, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed construction bids for the Senior Center Parking Lot Improvements project.

TOWN BOARD MEETING: August 14, 2024

Background Information: Due to the condition of the existing parking lot, it was determined that improvements were needed with respect to the poor pavement condition and lack of stormwater collection system. The Town hired FCM Engineering, PLLC to prepare design plans, cost estimate of cost and construction bid documents to improve the parking lot to include new pavement, curbing, walkways, ADA accessible parking spaces and new stormwater system.

Evaluation/Analysis: Once bids are received, the Town can evaluate if the construction cost is reasonable to move the project forward. The engineer's estimate for construction is $450,000.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for the project.

Attachment/Document(s): Final Plans and Construction Bid Documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids (RFB)

Rotterdam Senior Center Parking

Lot Improvements

Located at

2639 Hamburg Street

Rotterdam, N.Y.

RFB 24-01

Bid Opening:

September 9, 2024

@ 11:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor, material, equipment and other means necessary for the Rotterdam Senior Center Parking Lot Improvements will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Friday, September 9, 2024, at which time and place they will be publicly opened and read aloud.

The work shall include removal of the existing parking lot section, paved area to the building, new stormwater collection/chamber system, new asphalt concrete parking area, striped parking spaces and ADA accessible parking areas, new walkways, new curbing, modified driveways site access on E Campbell Road and First Street, dumpster pad, new topsoil and turf establishment.

Digital copies of the Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of the Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information if such information is issued.

Each Bid must be submitted on the provided Bid Form and subject to the conditions provided in the Instructions to Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions should contact Fred C. Mastroianni, P.E. of FCM Engineering, PLLC at (518)-641-9192 or via email at fred@fcmengpllc.com.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. on September 9, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. on September 9, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, up to the completion of the project.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Materials are required as soon as possible, and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities if shown in the bidding documents are not meant to imply that said quantities will in fact be the purchased amount. Payment will be based on an "as installed" basis as provided in the bid form.

14. Failure to adequately and fully complete the bid packet and/or questions contained herein shall be disqualified and the bid shall be rejected.

15. Bid Security:

    a. Each bid must be accompanied by a bid bond or certified check in the amount of five percent (5%) of the total bid amount drawn upon a national or state bank or trust company, to the order of the Town Clerk, Town of Rotterdam. If a bid is awarded, the successful Bidder will enter a contract for the same and will execute such further security as may be required for the performance of the contract. BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.

    b. A Bid Bond must contain the following elements:
        1) Must be payable to the Town of Rotterdam and must state the subject of the bid.
        2) Must state a percentage of the amount bid (no less than 5%) or the actual bid

amount.

3) Must be signed by the Surety, with the signature witnessed and accompanied by a corporate seal.
4) Must be signed by the Corporation, Principal, or authorized agent, with the signature witnessed and accompanied by a corporate seal.
5) Must contain a notarized Surety acknowledgement.
6) Must contain a notarized Corporate or Principal acknowledgement.
7) Must include a Surety asset statement.
8) Must include a Surety power of attorney.

c. The Bid Security of the successful bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the Town may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

d. Bid security of other bidders that will be returned within seven (7) days after the award of contract to the successful Bidder.

16. Qualifications of Bidder - Town of Rotterdam may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the Town, within five (5) days of a request, all such information and data for this purpose as may be requested.

17. Bid Evaluation-

a. Bids shall remain valid until:
   - the execution of a contract by the Town of Rotterdam; or
   - the award of a purchase order by the Town of Rotterdam; or
   - as otherwise rejected by the Town of Rotterdam.

b. Bids received will be evaluated by the Town of Rotterdam and will be based, at a minimum, upon the following criteria:
   - Lowest responsible total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
   - Completeness of the bid; and
   - Bidder's demonstrated capabilities and experience working on similar projects.

c. Workmanship determined to be below the standards herein specified, will not be accepted nor paid for until correct and/or replaced as required by the Town Consultant Engineer or the designated representative. It is the intent of the Town that the work specified herein is awarded only to a company having experienced personnel and the proper equipment to complete the work.

18. Modification and Withdrawal of Bids:

a. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

b. If, prior to awarding of the contract or within three (3) days after opening, whichever period is shorter, any bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town, that there was a material and substantial mistake in the preparation of its bid, that the bidder may withdraw its bid and the bid security will be returned.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Contractor/Company:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment,

including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the

department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

BID FORM

(a) The Bid Form is provided herein.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.
(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein,

including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Parking Lot Improvements at

Rotterdam Senior Center

SUBMITTED BY: _____

_____

_____

_____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, NY 12306

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and
   open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, equipment and complete the work in accordance with the Contract Documents for the following prices of each item:

CONTRACT BID ITEMS

1.	Clearing/Demolition/Disposal	Lump Sum Price_____
2.	Earthwork/Site Grading	Lump Sum Price_____
3.	Erosion Control Measures	Lump Sum Price_____
4.	Stormwater Chambers	Lump Sum Price_____
5.	Drainage System	Lump Sum Price_____

6.	Parking Lot and Driveways	Lump Sum Price_____
7.	Concrete Walkways	Lump Sum Price_____
8.	Concrete Curbing	Lump Sum Price_____
9.	ADA Devices and Signs	Lump Sum Price_____
10.	Topsoil and Turf Establishment	Lump Sum Price_____
11.	Work Zone Traffic Control/Site Access	Lump Sum Price_____
12.	Survey Operations	Lump Sum Price_____
13.	Concrete Pads for Dumpster/Generator	Lump Sum Price_____
14.	Pavement Markings and Symbols	Lump Sum Price_____
15.	Mobilization (4% max. of above items)	Lump Sum Price_____

TOTAL LUMP SUM BID PRICE _____

If the total cost of items does not equal the total lump sum bid price, the total lump sum bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

SUBMITTED on _____ 2024.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Phone Number

_____

Email

I understand if chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

The Contractor shall provide to the Town with performance and payment bonds prior to the execution of the agreement for review and approval. The bonds shall be in effect for the entire construction duration.

A separate Performance and Payment Bonds in a form satisfactory to the Town of Rotterdam and the Town Corporation Counsel, or its cash equivalent, equal to one hundred percent (100%) of the bid is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the Town.

In case of its failure to do so, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the Town of Rotterdam.

AGREEMENT

THIS AGREEMENT dated _____ is by and between the Town of Rotterdam ("Owner") and

_____ ("Contractor")

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Removal of the existing parking lot and paved area to the building; new stormwater collection/chamber system; new asphalt concrete parking lot; striped parking spaces and ADA accessible parking areas; new walkways; new curbing; new access driveways; dumpster pad; new topsoil and turf establishment; and other amenities shown on the plans.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: contractor(s) shall provide labor, materials and equipment as needed for the parking lot improvements as shown on the plans and as per the specifications.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by FCM Engineering, PLLC ("Engineer").

3.02 The Owner has retained an engineer to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 calendar days after the date of the signed agreement and completed and ready for final completion within 120 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01

above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner FIVE HUNDRED ($500.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner FIVE HUNDRED ($500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.

3. In addition, Contractor shall pay for all cost with respect to additional construction observation services by a private firm to confirm all work is performed as per the plans and specifications.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Total of Lump Sum Amount is:

_____ Dollars
(words)

And _____ cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon percentage of completion for each bid item as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during

performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the bid prices established as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. Ninety-five (95) percent of Work completed (with the balance being retainage); and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Owner, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance, the Owner shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The Contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents and supplementary documentation provided by the contractor (performance bond, payment bond, insurance, etc.), design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the owner, contractor and engineer.

ARICLE 10 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 11 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all

employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

ARTICLE 12 - INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit
All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

The Town and Engineer shall be named as additional insured.

ARTICLE 13 - PREVAILING WAGES

(a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.

(b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The Town has applied for and has received a PRC number for this project. The **PRC NUMBER IS: 2024009536.** The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at: https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1573874.

(c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

ARTICLE 14 - SALES AND USE TAXES

The Owner is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 15 - INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 16 - REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

ARTICLE 17 - DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
(b) Payment will be made upon the submission of a completed payment request and supporting documentation.
(c) The Town of Rotterdam is not subject to federal, state, or local taxes.
(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 18 - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings,

test results made by independent testing facilities and any other information as may be required by the Town, specifications, or specified herein.

ARTICLE 20 - SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ARTICLE 21 - ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

ARTICLE 22 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 23 - LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the

authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
(1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
(2) Accident Reporting per 29 CFR 1926 Subpart C
(3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
(4) Fall Protection per 29 CFR 1926 Subpart M
(5) Working Over Water per 29 CFR 1926 Subpart O
(6) Electrical Safety per 29 CFR 1926 Subpart K
(7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
(8) Hazardous Materials per 29 CFR 1926 Subpart Z
(9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
(10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
(11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
(12) Drilling and blasting per 29 CFR 1926, Subpart U
(13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 – SITE CONTROL

The Contractors shall maintain security of the site with barriers and/or fencing and signage the site at all times. All debris must be covered including during stoppages or delays. This section shall be superseded by technical requirements set in law, but otherwise shall have full force.

ARTICLE 27 - WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

ARTICLE 28 - TECHNICAL SPECIFICATIONS

Refer to the design plans, latest revision of the NYSDOT Standard Specifications, and Special Specifications provided in Appendix A. Where NYSDOT Items are used, the current edition of the Standard Specifications, Construction and Materials (Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Notice to Bidders is advertised, hereinafter

referred to as the NYSDOT Standard Specifications, shall govern the work to be done. Any references to materials testing by the Department or its representative shall be interpreted to mean by the Contractor.

ARTICLE 29 – STORMWATER MANAGEMENT PROGRAM

Bidder understands that the Town of Rotterdam is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Bidder agrees to comply to the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems. Bidder also agrees to implement any corrective actions identified by the Town or a representative pursuant to the above regulations and further understands that any non-compliance by the Town will not diminish, eliminate, or lessen Bidder's own liability.

ARTICLE 30 - HIGHWAY WORK PERMIT

Prior to any work to be performed on E Campbell Road, a highway work permit is required from the County od Schenectady Department of Engineering and Public Works, which is provided in Appendix C. All cost and fees associated with obtaining and implementing all permit requirements is to be included in the lump sum bid price.

ARTICLE 31 - INSPECTION

(a) During the progress of the work and up to the date of Final Acceptance, the Contractor shall at all times afford the representatives of the Town every reasonable, safe and proper facility for inspecting all work done or being done at the site.

(b) Rejected work and materials shall be promptly taken down and removed from the site, which must at all times be kept in a reasonably clean and neat condition. Payment will not be made of any item until the work is completed to the satisfaction of the Inspector and/or Town officials.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Town of Rotterdam

By: _____

Title:_____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By:_____

Title:_____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:_____

Title:_____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

END OF SECTION

APPENDIX A – Special Notes

SPECIAL NOTES

1. Working on Private Property – No work shall be performed on private property unless otherwise approved by Town and agreed upon with the owner.
2. Safety – The Contractor must make sure that during construction, the work does not create a safety hazard. The Contractor shall provide temporary fencing or other means at the perimeter to keep people from entering the work area. Safety is the paramount concern during all stages of construction for both the private residents and workers. The Contractor shall submit a safety plan to the Town prior to the start of construction for review and approval.
3. Emergency Contacts – the Contractor shall forward to the Town the name(s), cell phone numbers and email addresses of the person(s) that can be contacted any day and time in case of emergencies.
4. Material Submittals – The Contractor shall provide a Letter of Transmittal, which includes a uniquely identifiable transmittal number for each transmittal being sent, on all submittals to the Town. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor. No material shall be installed without prior written approval by the Town or their representative.
5. Material Disposal - The Contractor is advised there are no disposal sites within the project available for the disposal of excess material. The Contractor shall remove all excess material from the site. Any material stockpiled awaiting disposal shall be stockpiled in upland areas and cannot re-enter any waterway or wetlands.
6. Project Schedule - The Contractor shall submit to the Town a detailed construction schedule for review and acceptance prior to the pre-construction conference. The schedule shall take into consideration when the materials are available from the supplier. The schedule shall be based on the beginning and end dates of each subtask. The Contractor should be represented at the pre-construction conference by those staff to be in responsible charge of the work, including the site superintendent.
7. Asphalt, Fuel and Steel/Iron Price Adjustments – This project does not allow for any price adjustments for these items.
8. Green Construction Requirements and Diesel Exposure- The Contractor shall use Ultra Low Sulfur Diesel (ULSD) fuel to operate all diesel engines used to complete the work. The Contractor shall ensure that diesel powered engines are located away from any building air conditioners and windows.
9. Dust Control - The Contractor shall minimize dust from disturbed soil surfaces or other materials that can cause off-site damage, health hazards and traffic safety problems. Dusty conditions resulting from the Contractor's operations shall immediately be corrected.
10. Erosion Control – The Contractor shall provide erosion control devices as shown on the plans and as per Section 209 of the NYSDOT Standard Specifications needed to minimize erosion of soil.
11. Material Stockpiles and Staging Area - The Contractor shall not stockpile earth or other materials in a manner conducive to erosion. If the contractor is planning on utilizing the

existing site as a staging area, approval of location must be obtained from the Town.

12. Project Meetings – The Contractor will be required to attend all project meetings requested by the Town. Cost for the time and expense is included in the lump sum price bid.

13. Town Water - Where the Town water is available it will be furnished to the Contractor, subject at all times to the control and supervision of the Town. Prior to making use of any Town water, permission in writing, to use the same for particular purposes must be obtained from the Town or by the designee. Subject to an approval, the Contractor may use Town hydrants but must use a hydrant meter with a back flow preventer from the Town.

14. Utilities - The known structures, pavements, utilities, (above and below ground) and similar features located on or adjacent to the proposed work site are shown on the plans. Such information is shown for the convenience of the contractor but is not guaranteed to be complete or without error, the size and locations of structures and utilities may be inaccurate, and other obstructions may be encountered.

15. Vibratory Compaction - Due to the age of adjacent buildings, vibratory compaction will not be allowed on the project. The contractor's compaction method shall be approved by the Engineer prior to start of the work.

16. Spillage of oil and other hazardous substances – It is especially prohibited by Section 311 ofthe Clean Water Act of 1977. The contractor shall be responsible for incorporating measures and procedures to prevent spillage of hazardous substances. These measures shall include proper maintenance of construction equipment, designation of special fuel/hazardous substance handling areas which allow spills to be contained before reaching the waterway, and instructions to personnel that oil or other hazardous materials must never be poured intodrains or waterways. If, despite the above prevention measures, oil or hazardous substances is spilled onto soils or into a watercourse, the Contractor must provide immediate notification to the following:
    a. NYS Department of Environmental Conservation Spills Hotline (518) 457-7362
    b. National Response Center 1-800-424-8802
    c. Engineer

A supply of straw or other absorbent material must always be readily available to the Contractor so that it may be rapidly deployed to soak up any spillage, pending NYSDEC arrival on the scene. The use of chemical dispersing agents and emulsifiers is not authorized without prior, specific, Federal, or State approval.

17. Noise - The Contractor shall comply with all Federal, State and City sound control and noise level rules, regulations and ordinances that apply to any work performed under the contract. The city reserves the right to monitor the noise levels produced by the construction operations as deemed necessary, or in response to the concerns of residents in the area.

18. Existing Property Line Markers - The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines

whichmay be disturbed during construction, shall be properly tied into fixed reference points before being disturbed and accurately reestablished to their proper position upon completionof the work. The cost of the survey and associated work to tie and reestablish property marker locations shall be included in item 625.01.

19. Materials Testing – All materials that require testing as per the specifications, such as concrete for the new sidewalks, etc. shall be the responsibility of the contractor and the results shall be submitted to the engineer. Any materials that do not meet the testing requirements shall be removed and new materials shall be installed by the contractor at no additional cost to the city. Cost for the materials testing services shall be included under various items in the contract.

20. Pavement Cores were not obtained. However, it is anticipated that the overall pavement thickness is less than 6 inches.

21. Sanitary Sewer System – The existing building is served by on-site sanitary sewer disposal system. The location of distribution boxes, septic tanks and leaching fields is not known, but are not anticipated to be under the parking lot. The contractor shall take extra precautions not to over excavate when removing the existing parking lot and walking areas adjacent to the building. If due to unforeseen circumstances a part of the on-site sewer system is within the excavation limits, the contractor is to notify the engineer immediately.

22. Garbage Pickup - The Contractor is to allow access for pickup of garbage. The contractor will need to temporarily relocate the dumpster to an agreed upon location. Cost for this work is to be included under various items in the contract.

23. Highway Work Permit – The Contractor is to obtain a highway work permit from Schenectady County for work performed on East Campbell Road in the public right of way. All cost associated with obtaining the permit is to be included under the various contract items. The county has reviewed the design plans and found them acceptable.

24. As-Built Plans – The Contractor shall forward to the Town plan markups of any construction changes so that as-built plans can be developed.

PG BINDER AND MIX DESIGN LEVEL

A. PG BINDER

Use a PG 64S-22 meeting the requirements of AASHTO M 332, Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR), for the production of hot mix asphalt mixtures for this project. Terminal Blend Crumb Rubber modifier may be used for this PG binder.

Refer to section 702- Bituminous Materials of the NYSDOT Standard Specifications for additional information and requirements.

The PG binder supplier shall:

- Certify that the PG binder meets NYSDOT requirements.
- Include type of modification and any special handling instructions in the certification if the PG binder is modified.
- Provide the design mixing and compaction temperatures on their bill of lading.
- Provide AASHTO M 332 test data and all necessary shipping documents in accordance with the Department's Materials Method 702-1 Quality Assurance Procedure for Performance-Graded (PG) Asphalt Binders.

B. MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of 50 Gyrations.

APPENDIX B – Special Specifications

ITEM 603.9400xx07 – FURNISH AND INSTALL HDPE PIPE

DESCRIPTION

Under this item, Contractor shall furnish and install a High Density Polyethylene (HDPE) pipe, fittings, brackets and connecting straps of the size indicated in accordance with subsection 706-11, the contract documents and as directed by the Engineer.

MATERIALS

The High Density Polyethylene pipe material must conform to ASTM F714 (Smooth Wall). All pipe supplied shall be clearly marked with the appropriate ASTM as certified. Nominal pipe size is determined by an outside diameter. All bracket assemblies, bolts, nuts, washers, and connecting straps shall conform to A325 steel.

CONSTRUCTION DETAILS

Special care in handling shall be exercised during delivery and distribution of pipe to avoid damage. Damaged pipe shall be rejected and replaced at Contractor's expense.

Contractor shall fuse all joints and/or fittings in order to provide a watertight seal, in accordance with the manufacturer's recommendation for fusion joints.

Contractor shall install pipe, fittings, brackets, and connecting straps as shown in the plans.

METHOD OF MEASUREMENT

This item will be measured as the number of linear feet of pipe satisfactorily furnished and installed, measured along the bottom centerline of the pipe, in accordance with the contract documents.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials and equipment necessary to satisfactorily complete this work including pipe, fittings, brackets, straps and drilling and grouting of bolts.

Excavation and backfill will be paid for under their respective items.

xx Denotes Size of Pipe - NPS

ITEM 608.21000003 - CAST IRON EMBEDDED DETECTABLE WARNING UNITS

DESCRIPTION
Section §608-1 of the Standard Specifications shall apply.

MATERIALS
Section §608-2.07 of the Standard Specification shall apply with the following modifications:

Embedded Detectable Warning Units 726-02

All embedded detectable warning units shall be cast iron. No other material will be accepted. Installation of detectable warning units shall be in accordance with manufacturer's recommendations. All detectable warning units shall have a natural finish color.

CONSTRUCTION DETAILS
Cast iron detectable warning units shall be installed in wet concrete as directed by the manufacturer. Follow all applicable manufacturer's requirements for environmental conditions, surface preparation, installation procedures, curing procedures, and materials compatibility.

METHOD OF MEASUREMENT
Section §608-4.07 of the Standard Specifications shall apply.

BASIS OF PAYMENT
The unit bid price per square yard shall include all labor, material, and equipment necessary to satisfactorily complete the work, including bedding material. No adjustment shall be made for concrete removed to accommodate embedded units.

Payment will be made under:

Item No.	Item	Pay Unit
608.21000003	Cast Iron Embedded Detectable Warning Units	Square Yard

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM 640.25000010 - BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED PARKING SPACES

All of the provisions of Section 640 pertaining to White Paint Reflectorized Pavement Stripes shall apply except for the following:

The pavement marking paint shall be tinted blue prior to application. The color of the paint shall be such that a prepared color chip shall be a reasonable visual match to Federal Color Standard No. 595B, Color 15180. Viewing shall be done under normal daylight.

Application of the blue reflectorized pavement marking paint will be restricted to parking and passenger loading zones and other marking which are specifically intended for accessibility by handicapped persons, as detailed in the plans.

12/22/08E

CULTEC Recharger® 180HD Specifications

GENERAL
CULTEC Recharger® 180HD chambers are designed for underground stormwater management. The chambers may be used for retention, recharging, detention or controlling the flow of on-site stormwater runoff.

CHAMBER PARAMETERS

1. The chambers will be manufactured in the U.S.A. by CULTEC, Inc. of Brookfield, CT (cultec.com, 203-775-4416).
2. The chamber shall be vacuum thermoformed of polyethylene with a black interior and blue exterior.
3. The chamber will be arched in shape.
4. The chamber will be open-bottomed.
5. The chamber will be joined using an interlocking overlapping rib method. Connections must be fully shouldered overlapping ribs, having no separate couplings or separate end walls.
6. The nominal chamber dimensions of the CULTEC Recharger® 180HD shall be 20.5 inches (521 mm) tall, 36 inches (914 mm) wide and 7.33 feet (2.23 m) long. The installed length of a joined Recharger® 180HD shall be 6.33 feet (1.93 m).
7. Maximum inlet opening on the chamber endwall is 15 inches (375 mm) HDPE.
8. The chamber will have two side portals to accept CULTEC HVLV® FC-24 Feed Connectors to create an internal manifold. Maximum allowable O.D. in the side portal is 10 inches (250 mm) HDPE and 12 inches (300 mm) PVC.
9. The nominal chamber dimensions of the CULTEC HVLV® FC-24 Feed Connector shall be 12 inches (305 mm) tall, 16 inches (406 mm) wide and 24.2 inches (614 mm) long.
10. The nominal storage volume of the Recharger® 180HD chamber will be 3.445 ft^3 / ft (0.32 m^3 / m) - without stone. The nominal storage volume of a single Recharger 180RHD Stand Alone unit shall be 25.25 ft^3 (0.72 m^3) - without stone. The nominal storage volume of a joined Recharger® 180IHD Intermediate unit shall be 21.81 ft^3 (0.62 m^3) - without stone. The nominal storage volume of the length adjustment amount per run shall be 3.445 ft^3 (0.32 m^3) - without stone. The nominal storage volume of the HVLV® FC-24 Feed Connector will be 0.913 ft^3 / ft (0.085 m^3 / m) - without stone.
11. The Recharger® 180HD chamber will have seventy-eight discharge holes bored into the sidewalls of the unit's core to promote lateral conveyance of water.
12. The Recharger® 180HD chamber shall have 14 corrugations.
13. The endwall of the chamber, when present, will be an integral part of the continuously formed unit. Separate end plates cannot be used with this unit.
14. The Recharger® 180RHD Stand Alone/Starter unit must be formed as a whole chamber having two fully formed integral endwalls and having no separate end plates or separate end walls.
15. The Recharger® 180SHD Starter unit must be formed as a whole chamber having one fully formed integral end wall and one partially formed integral end wall with a lower transfer opening of 7 inches (178 mm) high x 24 inches (610 mm) wide.
16. The Recharger® 180IHD Intermediate unit must be formed as a whole chamber having one fully open end wall and one partially formed integral end wall with a lower transfer opening of 7 inches (178 mm) high x 24 inches (610 mm) wide.
17. The Recharger® 180EHD End unit must be formed as a whole chamber having one fully formed integral endwall and one fully open end wall and having no separate end plates or end walls.
18. The HVLV® FC-24 Feed Connector must be formed as a whole chamber having two open end walls and having no separate end plates or separate end walls. The unit will fit into the side portals of the Recharger® 180HD and act as cross feed connections.
19. Chambers must have horizontal stiffening flex reduction steps between the ribs.
20. The chamber will have a raised integral cap at the top of the arch in the center of each unit to be used as an optional inspection port or clean-out.
21. The units may be trimmed to custom lengths by cutting back to any corrugation on the large rib end.
22. The chamber shall be manufactured in an ISO 9001:2015 certified facility.
23. Maximum allowable cover over the top of the chamber shall be 12' (3.66 m).
24. The chamber shall be designed and manufactured to meet the material and structural requirements of IAPMO PS 63-2019, including resistance to AASHTO H-10 highway live loads, when installed in accordance with CULTEC's installation instructions.
25. The chamber will be designed to withstand traffic loads when installed according to CULTEC's recommended installation instructions.

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CULTEC Recharger® 280HD Specifications

GENERAL
CULTEC Recharger® 280HD chambers are designed for underground stormwater management. The chambers may be used for retention, recharging, detention or controlling the flow of on-site stormwater runoff.

CHAMBER PARAMETERS

1. The chambers shall be manufactured in the U.S.A. by CULTEC, Inc. of Brookfield, CT (cultec.com, 203-775-4416).
2. The chamber shall be vacuum thermoformed of black polyethylene.
3. The chamber shall be arched in shape.
4. The chamber shall be open-bottomed.
5. The chamber shall be joined using an interlocking overlapping rib method. Connections must be fully shouldered overlapping ribs, having no separate couplings or separate end walls.
6. The nominal chamber dimensions of the CULTEC Recharger® 280HD shall be 26.5 inches (673 mm) tall, 47 inches (1194 mm) wide and 8 feet (2.44 m) long. The installed length of a joined Recharger® 280HD shall be 7 feet (2.13 m).
7. Maximum inlet opening on the chamber end wall is 18 inches (450 mm).
8. The chamber shall have two side portals to accept CULTEC HVLV® FC-24 Feed Connectors to create an internal manifold. Maximum allowable O.D. in the side portal is 12.25 inches (311 mm).
9. The nominal chamber dimensions of the CULTEC HVLV® FC-24 Feed Connector shall be 12 inches (305 mm) tall, 16 inches (406 mm) wide and 24.2 inches (614 mm) long.
10. The nominal storage volume of the Recharger® 280HD chamber shall be 6.079 ft^3 / ft (0.565 m^3 / m) - without stone. The nominal storage volume of a single Recharger 280RHD Stand Alone unit shall be 48.63 ft^3 (1.38 m^3) - without stone. The nominal storage volume of a joined Recharger® 280IHD Intermediate unit shall be 42.553 ft^3 (1.205 m^3) - without stone. The nominal storage volume of the length adjustment amount per run shall be 6.08 ft^3 (0.56 m^3) - without stone.
11. The nominal storage volume of the HVLV® FC-24 Feed Connector shall be 0.913 ft^3 / ft (0.085 m^3 / m) - without stone.
12. The Recharger® 280HD chamber shall have eighty-two discharge holes bored into the sidewalls of the unit's core to promote lateral conveyance of water.
13. The Recharger® 280HD chamber shall have 15 corrugations.
14. The end wall of the chamber, when present, shall be an integral part of the continuously formed unit. Separate end plates cannot be used with this unit.
15. The Recharger® 280RHD Stand Alone unit must be formed as a whole chamber having two fully formed integral end walls and having no separate end plates or separate end walls.
16. The Recharger® 280SHD Starter unit must be formed as a whole chamber having one fully formed integral end wall and one partially formed integral end wall with a lower transfer opening of 9 inches (229 mm) high x 35 inches (889 mm) wide.
17. The Recharger® 280IHD Intermediate unit must be formed as a whole chamber having one fully open end wall and one partially formed integral end wall with a lower transfer opening of 9 inches (229 mm) high x 35 inches (889 mm) wide.
18. The Recharger® 280EHD End unit must be formed as a whole chamber having one fully formed integral end wall and one fully open end wall and having no separate end plates or end walls.
19. The HVLV® FC-24 Feed Connector must be formed as a whole chamber having two open end walls and having no separate end plates or separate end walls. The unit shall fit into the side portals of the Recharger® 280HD and act as cross feed connections.
20. Chambers must have horizontal stiffening flex reduction steps between the ribs.
21. Heavy duty units are designated by a colored stripe formed into the part along the length of the chamber.
22. The chamber shall have a raised integral cap at the top of the arch in the center of each unit to be used as an optional inspection port or clean-out.
23. The units may be trimmed to custom lengths by cutting back to any corrugation on the large rib end.
24. The chamber shall be manufactured in an ISO 9001:2008 certified facility.
25. Maximum allowable cover over the top of the chamber shall be 12' (3.66 m).
26. The chamber shall be designed to withstand traffic loads when installed according to CULTEC's recommended installation instructions.

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APPENDIX C – Highway Work Permit

County of Schenectady
Department of Engineering & Public Works

100 Kellar Avenue
Schenectady, NY 12306

Engineering Department: (518) 356-5340
Fax: (518) 356-9077

Highway Work Permit

Application to Perform Work within Schenectady County Right-of-Way

Instructions and Form

Submit one copy (photocopies acceptable)

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Schenectady County Department of Engineering & Public Works
Highway Work Permit Application

PERMITTEE:
Application is hereby made for a highway work permit:
(Contractor or Representative)

Name:_____

Address:_____

City _____State_____ Zip_____

Applicant Telephone No. _____

Contact Person in case of emergency _____

Telephone No. of contact person _____

COMPLETE BOTH PAGES OF APPLICATION

COMPLETE BOTH PAGES OF APPLICATION

PROPERTY OWNER ADDRESS BELOW

Name _____

Address:_____

City_____ State _____ Zip_____

Return of deposit/bond
(Complete only if different from permittee)

Name _____

Address _____

City_____ State _____ Zip_____

Project Location and Description

Location: County Road Name_____ County Road No. _____

Nearest Cross Street or intersection _____

Town of: _____

Attached: Plans _____ Specifications_____

1. Estimated cost of work being performed in Schenectady County right-of-way $_____
2. Anticipated duration of work: From_____ 20_____ thru _____, 20_____
3. Protective Liability Insurance covered by Policy No. _____; expires on _____

Summary of Work: _____

_____

Applicant Signature_____ Date _____, 20_____

Permission is hereby granted the applicant to proceed as set forth and represented in the foregoing application and at the particular location described therein, in accordance with the map and plans hereto attached, and in accordance with the specifications, drawings, conditions and instructions showing requirements for performing work as prepared by the County Highway Superintendent or County Engineer and attached hereto and pursuant to the conditions and regulations, whether general or special, as set forth on the attachments included in this permit form.

Approved by _____**Title**_____**Date**_____**20**_____

Job Inspected By_____ **Title**_____**Date**_____**,20**_____

DURATION OF PERMIT: 90 DAYS

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FEE SCHEDULE

TYPE OF WORK TO BE PERFORMED	Plan Review Fee	✓	Construction Permit Fee	✓	Total
COMMERCIAL OR RESIDENTIAL ACCESS					
Residential Driveway, Single Dwelling – New	$0		$35		
Residential Driveway – Resurface/Enlarge	$0		$35		
Commercial Entrance – New/Minor (< 300 lin. ft. frontage or 3 dwellings)	$50		$50		
Commercial Entrance – New/Major (> 300 lin. ft. frontage or 3 dwellings)	$200		$300		
Commercial Entrance – Repair or Repaving	$100		$100		
Subdivision – (Three Lots/dwellings or Greater)or New Local Road/Public St.	$100		$200		
Construction Entrance – Temporary-Residential	$0		$50		
Construction Entrance – Temporary-Commercial	$100		$100		
UNDERGROUND INSTALLATION BY PUSHING/BORING OR OUT-OF-PAVEMENT EXCAVATION					
Water Main, Sewer Main, or Storm Sewer	$100		$100		Length > 200' add $0.50 per foot
Pipe in Roadside Ditch	$100		$100		
Gas Main / Duct / Buried Cable	$100		$100		
Service Lateral Connection	$50		$50		
UNDERGROUND INSTALLATION WITH CUTTING OF PAVEMENT					
Water Main, Sewer Main, or Storm Sewer	$100		$100		
Pipe in Roadside Ditch	$100		$100		
Gas Main / Duct / Buried Cable	$100		$100		
Culvert Crossing w/Sectional Area >7.0 square feet	$100		$100		
HAUL PERMITS - OVERWEIGHT /OVERSIZED VEHICLES					
Hauling Permit; oversized or overweight	$0		$100		
MISCELLANEOUS USES OR ACTIVITIES					
Tree Work / Pole Installation	$0		$50		
Road Closing/ Detour	$0		$250		
Storm Sewer Connection at Private Lands; Minor < 6"φ	$50		$100		
Storm Sewer Connection at Private Lands: Major > 6"φ	$100		$300		
County Highway Relocation	$200		$500		
Full Depth Shoulder Reconstruction	$100		$250		
Replace Existing Culvert	$0		$50		
Modify Existing Residential Access	$0		$50		
Test Pits/Soil Borings and/or Aerial work within County Right-of-Way	$50		$100		
				AMOUNT DUE	

TYPE OF CONSTRUCTION OR ACTIVITY	DEPOSIT
Driveway Installations	**$200**
Piping Roadside Ditches	**$200**
Open Cut at Shoulder	**$1,000**
Open Cut Pavement; one lane or less	**$3,000**
Open Cut Pavement, more than one lane	**$6,000**
Subdivision; Local Road / Public Street	**$3,000**
Commercial Entrance: New/Major	**$4,000**
Bores	**$1,000**

We require **TWO** separate **CERTIFIED** checks or **POSTAL MONEY ORDERS** for the Fees and Deposits. Checks or Money Orders shall be made out to: Schenectady County Commissioner of Finance.

Plan Review Fee: $_____ Check No.:_____ Bank (Name):_____

Construction Permit Fee: $_____ Check No.:_____ Bank (Name):_____

Deposit: $_____ Check No.:_____ Bank (Name):_____

Insurance Company:_____

Bond Amount:$_____ Bonding Company:_____ Bond No.:_____

39C / Page

PROJECT DESCRIPTION:

THIS PROJECT INVOLVES REPLACEMENT AND IMPROVEMENTS OF THE PARKING LOT. PROJECT INCLUDES NEW PAVEMENT, DRAINAGE, CURBING AND WALKWAYS.

PARKING LOT IMPROVEMENTS AT SENIOR CENTER TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK AUGUST 2024

THE LATEST EDITION OF THE STANDARD SHEETS MAINTAINED BY NYSDOT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE INCLUDED AS PART OF THIS PROJECT.

ALL WORK UNDER THIS CONTRACT IS TO BE IN CONFORMITY WITH NYSDOT STANDARD SPECIFICATIONS EXCEPT AS MODIFIED BY THE PLANS AND BID DOCUMENTS.

THE FOLLOWING NYSDOT STANDARD SHEETS APPLY TO THIS PROJECT AND ARE PART OF THESE PLANS:

209-01, 604-02, 608-01, 608-02, 609-01, 619-010, 619-011, 619-012, 619-308, 645-01, 645-03, 655-04 AND 655-06

INDEX OF DRAWINGS

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EROSION CONTROL DETAILS	EC-1	15 OF 20
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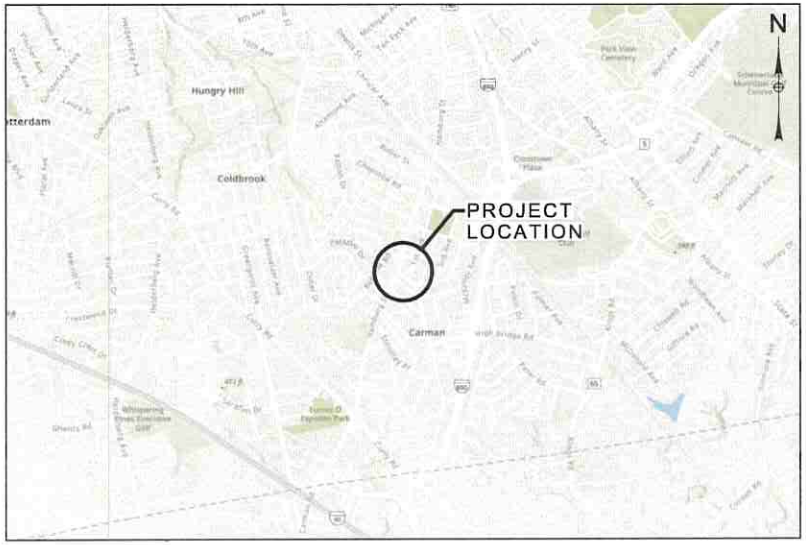
MISCELLANEOUS TABLE	MT-1	20 OF 20



PROJECT LOCATION MAP
NTS

CONTRACTOR'S NAME _____

AWARD DATE _____

COMPLETION DATE _____

FINAL ACCEPTANCE DATE _____

PREPARED BY:

Fred C. Mastroianni 8/1/24

FRED C. MASTROIANNI, P.E. DATE
PRINCIPAL ENGINEER
FCM ENGINEERING, PLLC
N.Y.S.P.E. NO. 077354

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

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STATE OF NEW YORK * FRED C. MASTROIANNI * LICENSED * 077354 * PROFESSIONAL ENGINEER *

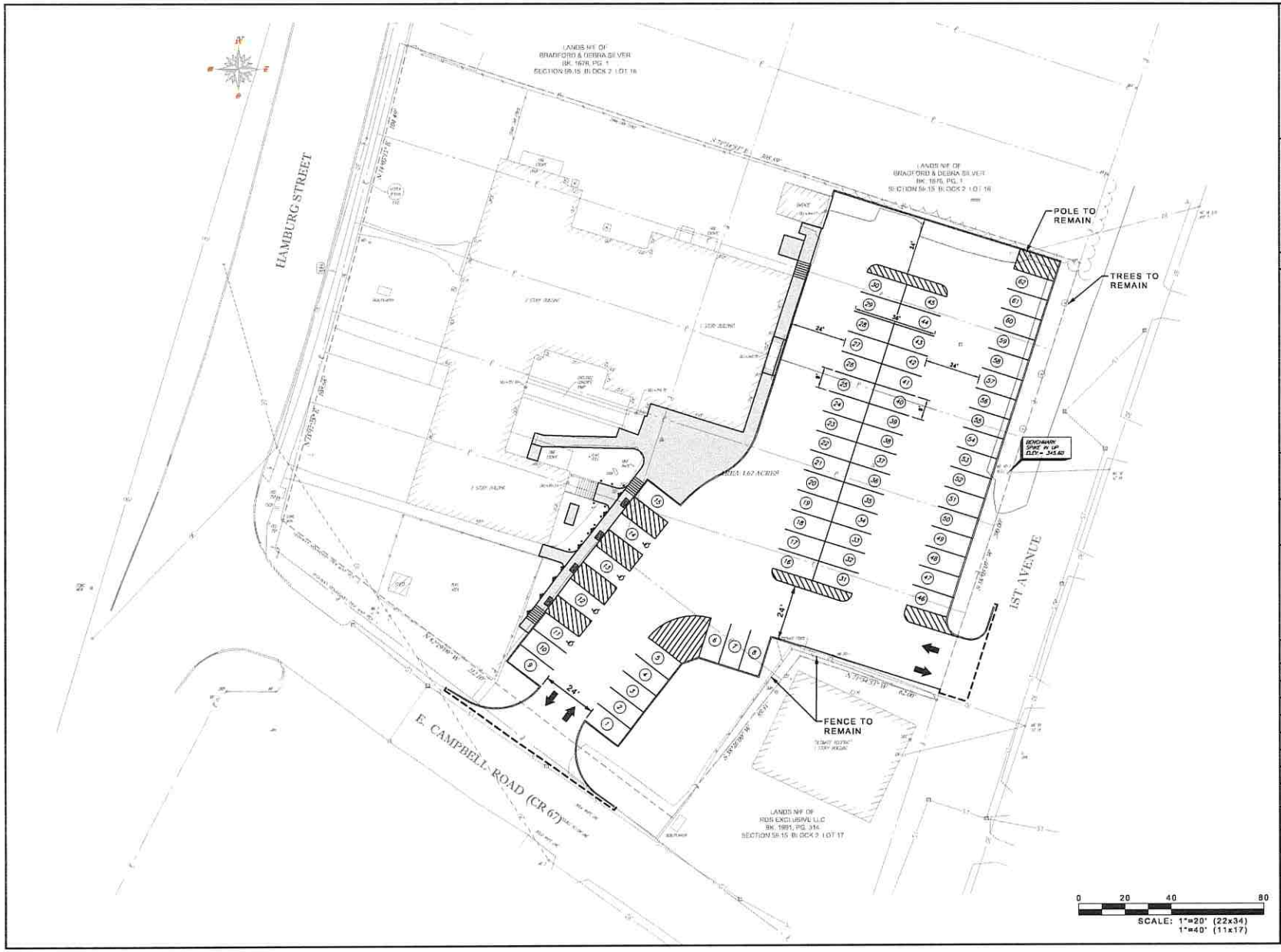
PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM
SHEET TITLE:	COVER SHEET
DRAWING NO.	COVER
SHEET NO.	1 OF 20



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PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

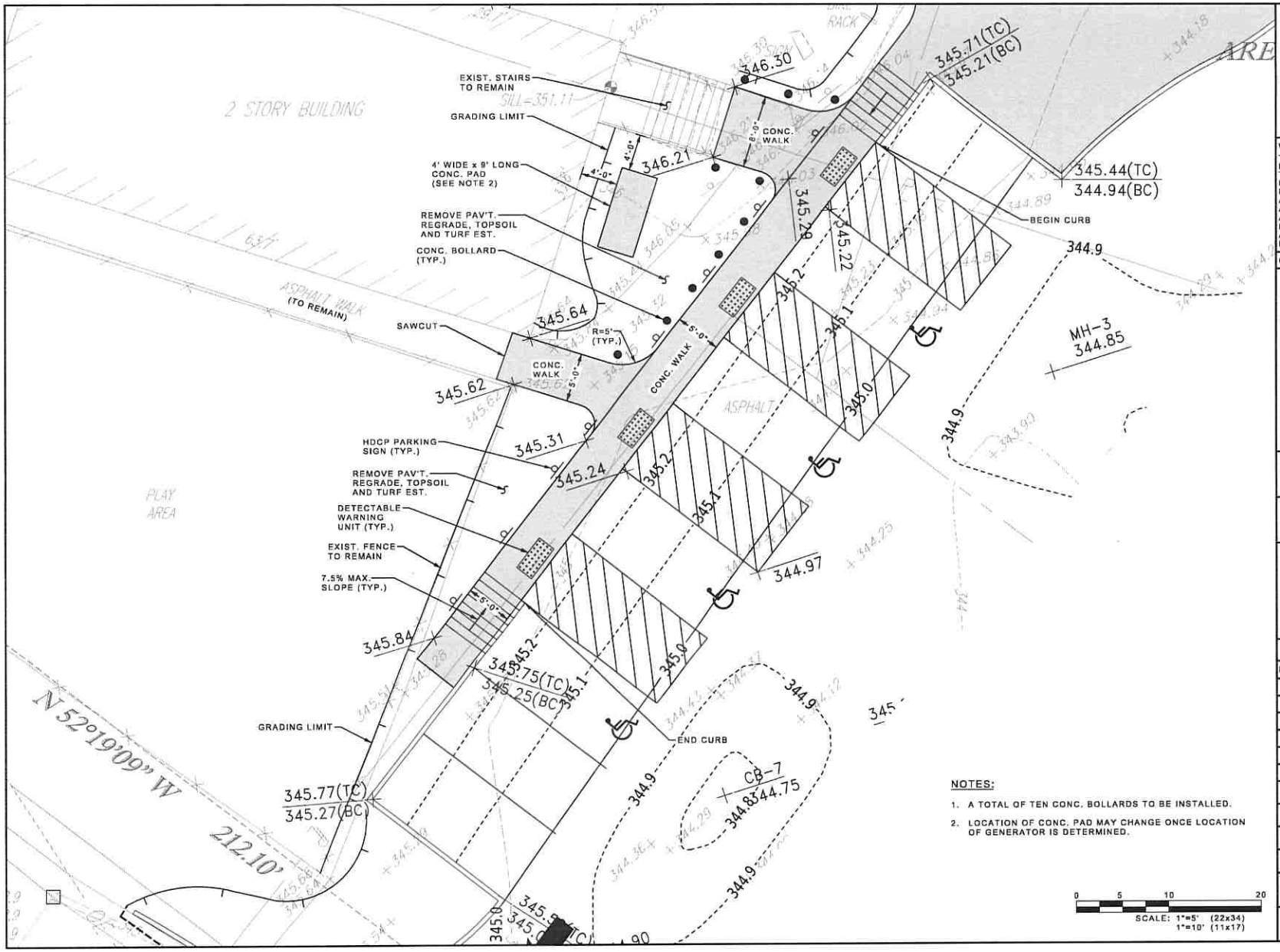
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
SITE PLAN

DRAWING NO.	SHEET NO.
SP-1	2 OF 20



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FRED C. MASTRO III
077354
PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

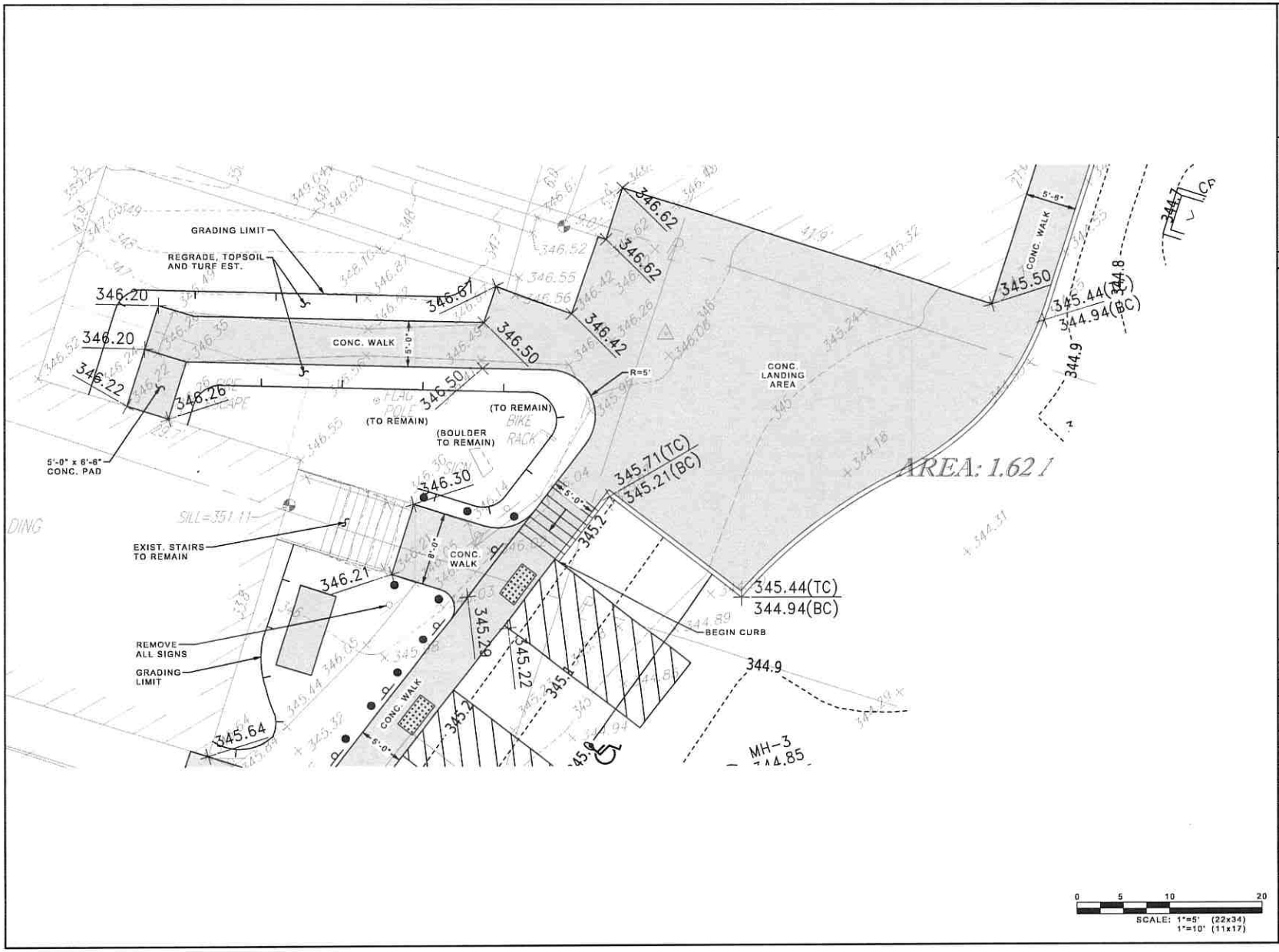
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
CONC. WALK AND PARKING AREA

DRAWING NO.	SHEET NO.
A-1	3 OF 20



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FRED C. MASTROPIETRO
LICENSED
077354
PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

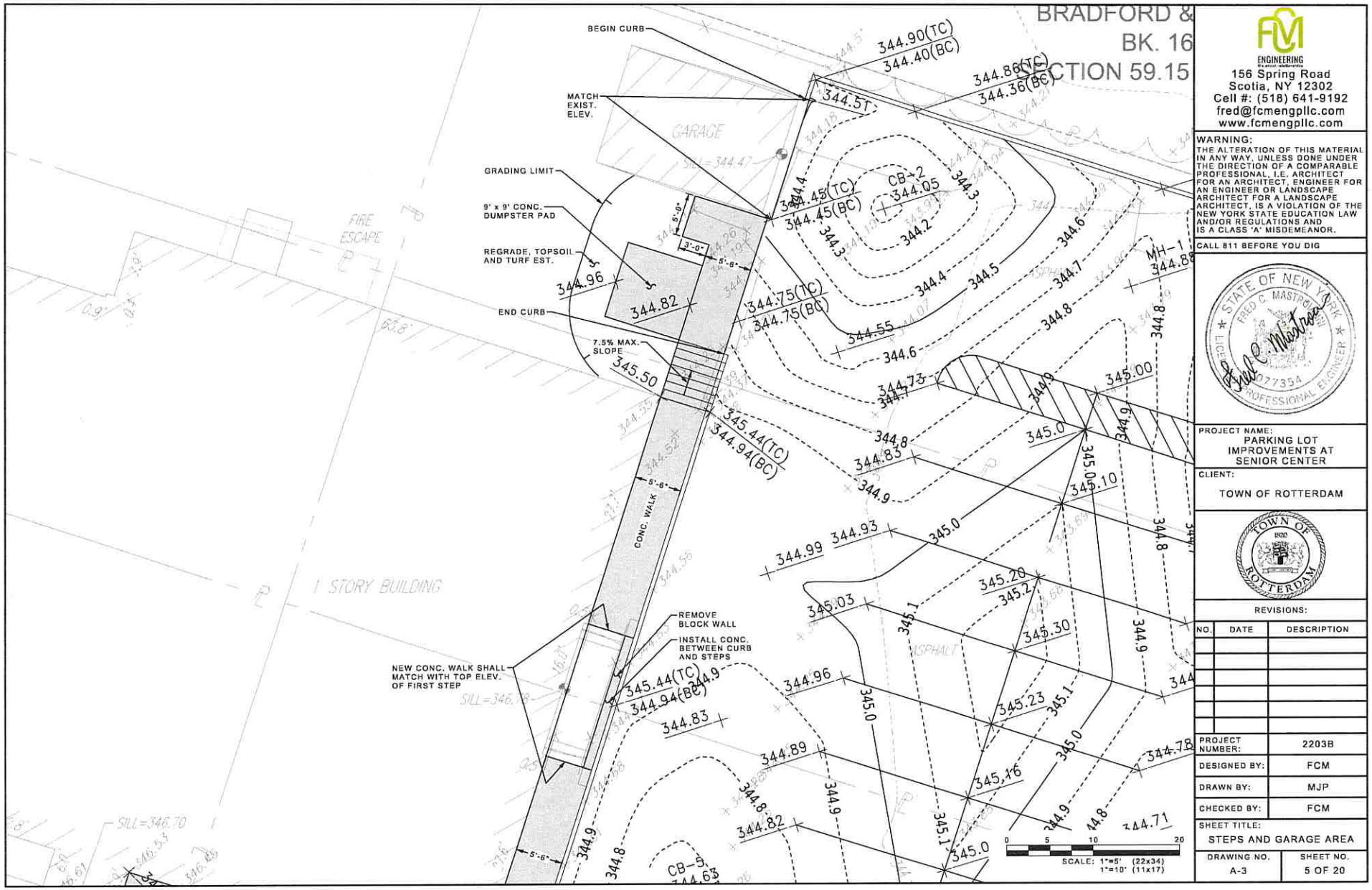
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
CONC. LANDING AREA

DRAWING NO.	SHEET NO.
A-2	4 OF 20



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LICENSED
027354
PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

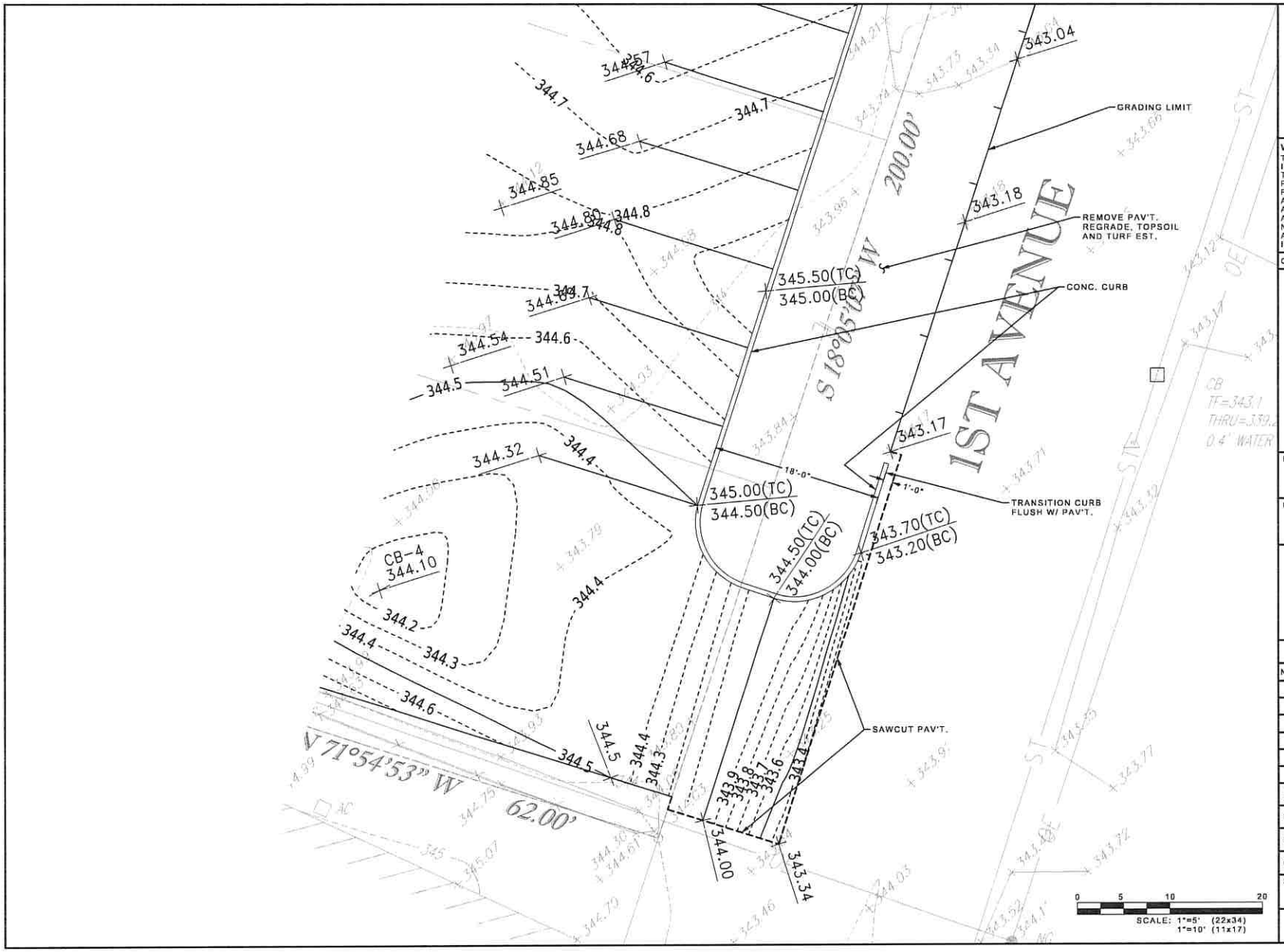
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
STEPS AND GARAGE AREA

DRAWING NO.	SHEET NO.
A-3	5 OF 20



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PROJECT NAME:
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CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

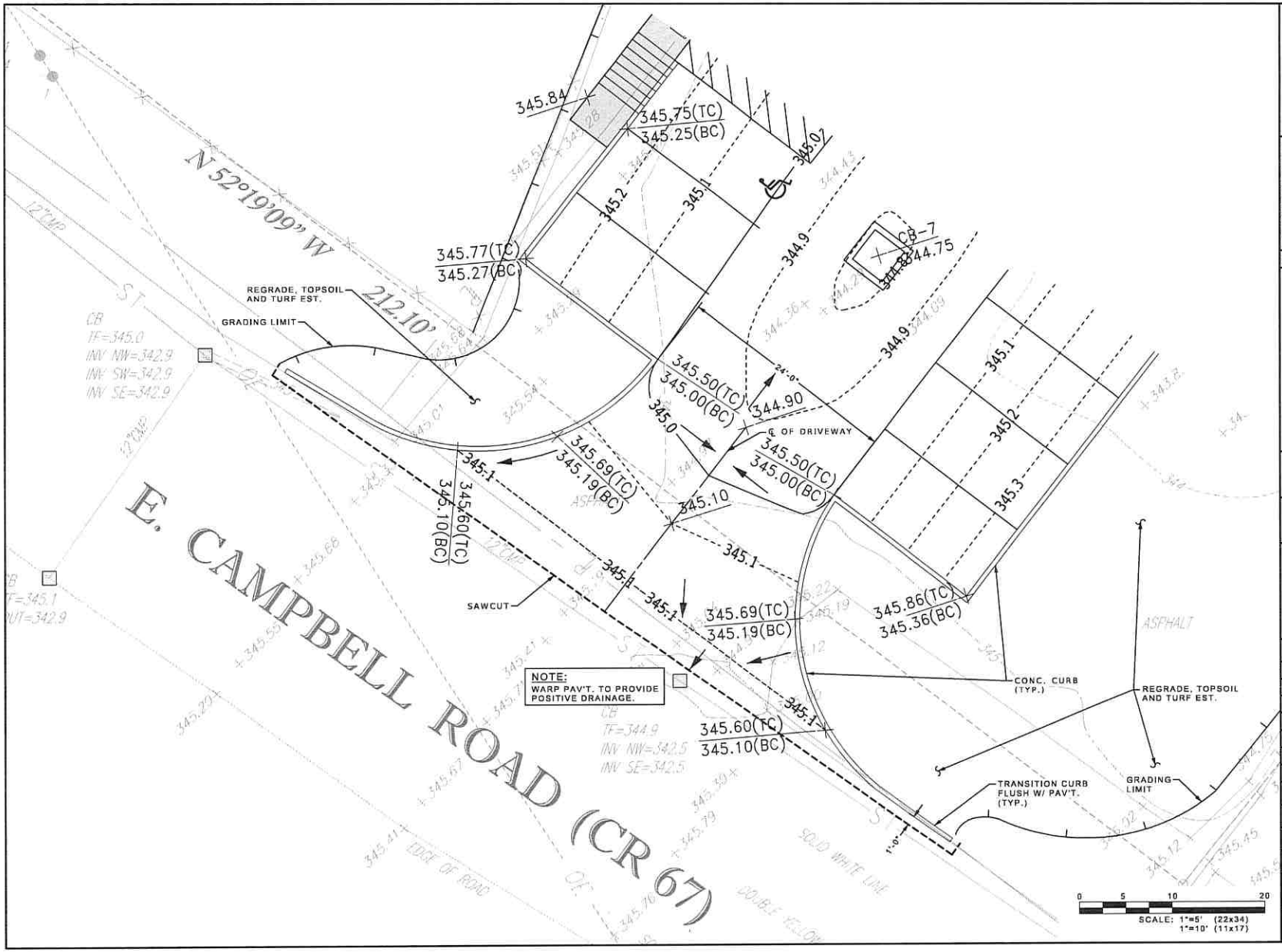
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
INTERSECTION PLAN

DRAWING NO.	SHEET NO.
A-4	6 OF 20



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FRED C. MASTRO
077354
PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
INTERSECTION PLAN

DRAWING NO.	SHEET NO.
A-5	7 OF 20

GENERAL NOTES:

1. MATERIALS AND CONSTRUCTION SPECIFICATIONS SHALL BE THE "STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS", NYSDOT OFFICE OF ENGINEERING WITH CURRENT ADDITIONS AND MODIFICATIONS SHALL BE IN EFFECT FOR THIS PROJECT.
2. BASE MAPPING WAS PREPARED BY AUSFELD & WALDRUFF LAND SURVEYORS, LLP, AND DATED JANUARY 13, 2023. SURVEY REFERENCE TO THE NEW YORK STATE PLANE ZONE AND TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. PRIOR TO THE START OF CONSTRUCTION, ALL WORK SHALL BE FIELD VERIFIED AND IF NECESSARY, MODIFIED BASED UPON EXISTING CONDITIONS. FIELD VERIFICATION SHALL BE PROVIDED UNDER SURVEY AND STAKE OUT ITEM 625.01.
4. ANY SIGNIFICANT DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ALL GRADING SHALL HAVE POSITIVE DRAINAGE AND BLEND INTO THE SURROUNDING GRADES AT THE CONSTRUCTION LIMITS.
5. TEMPORARY MATERIALS MAY BE NEEDED WHERE REMOVAL OF EXISTING ITEMS IS COMPLETED AND THE PROPOSED ITEMS ARE TO BE INSTALLED AT A LATER DATE.
6. ANY DAMAGE OF ITEMS OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE TOWN.
7. THE CONTRACTOR SHALL PROVIDE A SAFE SITE THROUGHOUT CONSTRUCTION FOR BOTH THE WORKERS AND THE PUBLIC. THIS MAY INCLUDE SIGNS, BARRICADES, TEMPORARY FENCING AND OTHER DEVICES.
8. UNDERGROUND SEPTIC SYSTEM MAY BE PRESENT WITHIN THE RECONSTRUCTION AREA. THE SEPTIC SYSTEM SHALL BE REMOVED AND BACKFILLED WITH SUITABLE FILL MATERIAL (ITEM 203.03) TO BOTTOM OF PROPOSED SUBBASE. IF THERE ARE OTHER UNDERGROUND UTILITIES THAT ARE STILL IN SERVICE, THEY SHALL REMAIN IN PLACE.
9. ALL EXCESS SOIL MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
10. ALL NEW MATERIALS TO BE PLACED ON THE SITE SHALL BE CERTIFIED IN WRITING THAT THEY ARE COMPLIANCE WITH THE DESIGN PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE THE CERTIFICATIONS TO THE TOWN PRIOR TO INSTALLATION.
11. ALL UTILITY AND DRAINAGE COVERS SHALL BE SET FLUSH TO THE FINISHED GRADES.
12. ALL FILL MATERIAL SHALL BE COMPACTED IN 6" LIFTS. VIBRATORY COMPACTION WILL NOT BE ALLOWED UNLESS APPROVED BY THE TOWN. THE FILL MATERIAL SHALL BE COMPACTED TO A 95% MODIFIED PROCTOR AND TESTED BY THE CONTRACTOR.
13. USE WATER AND OTHER DEVICES TO LIMIT THE SPREAD OF DUST AND DIRT DURING HEAVY EARTHWORK OPERATIONS.
14. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. IF DAMAGED, THE CONTRACTOR SHALL REINSTALL UNDER THE SUPERVISION OF A NYS LICENSED LAND SURVEYOR AND AT NO COST TO THE TOWN.
15. ALL SAWCUT LINES SHALL BE LINEAR AND PARALLEL TO THE EXISTING OR PROPOSED ADJACENT ITEMS.
16. ALL EXISTING TOPSOIL WITHIN THE WORK LIMITS SHALL BE STRIPPED AND CAN BE RE-USED WHERE NEEDED ON THE SITE. ALL EXCESS TOPSOIL SHALL BE REMOVED FROM THE SITE.
17. ALL STUMPS, ORGANIC SOILS AND DEBRIS SHALL BE REMOVED WITHIN THE CONSTRUCTION LIMITS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING TRENCHES AND EXCAVATIONS IF NEEDED DURING THE COURSE OF CONSTRUCTION.
19. ALL PROPOSED PARKING SIGNS SHALL COMPLY WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NYS SUPPLEMENT.
20. DURING THE COURSE OF CONSTRUCTION, POSITIVE DRAINAGE MUST BE PROVIDED AT ALL TIMES.
21. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS OR BRACING THAT MAY BE REQUIRED TO PROTECT THE SAFETY OF ADJACENT STRUCTURES OR TO MAINTAIN ACCESS TO THE BUILDING.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTION OF ALL OPEN EXCAVATIONS. A MINIMUM OF 1" THICK TEMPORARY STEEL PLATES WILL BE REQUIRED OVER ALL OPEN EXCAVATIONS. THE PLATES SHALL BE SECURELY FASTENED DOWN AND STRUCTURALLY CAPABLE OF CARRYING ALL IMPOSED LOADS.
23. WHERE FILL IS NEEDED FOR GRADING, USE OF ON SITE SUITABLE EXCAVATED MATERIAL IS ALLOWED.
24. CONTRACTOR SHALL TEMPORARILY RELOCATE DUMPSTER ON SITE A.O.B.E.

SENIOR CENTER ACTIVITIES:

THE CONTRACTOR IS ADVISED THAT EVENTS OCCUR AT THE SENIOR CENTER. THE PARKING LOT MUST BE ACCESSIBLE DURING WORKING HOURS AND AS DIRECTED BY THE TOWN.

COORDINATION:

SENIOR CENTER IS OPEN MONDAYS THROUGH FRIDAYS FROM 8:00 AM TO 4:00 PM. THROUGHOUT THE CONSTRUCTION PROCESS, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH LINDA TESTA REGARDING ACTIVITIES AT THE SENIOR CENTER.
CONTACT INFORMATION IS:
PHONE - (518) 356-1561
EMAIL - LTesta@rotterdamny.org

HIGHWAY WORK PERMIT:

THE CONTRACTOR SHALL OBTAIN A HIGHWAY WORK PERMIT FOR CONSTRUCTION WORK ON EAST CAMPBELL ROAD.

PAVING NOTES:

1. NO VEHICULAR TRAFFIC SHALL BE ALLOWED ON THE SURFACE OF THE SUBBASE COURSE ONCE IT HAS BEEN FINE GRADED, COMPACTED AND READY FOR PAVING.
2. PAVEMENT AND SUBBASE MATERIALS SHALL CONFORM WITH NYSDOT STANDARD SPECIFICATIONS, CURRENT EDITION AT THE TIME OF CONSTRUCTION.
3. A TACK COAT WILL BE INSTALLED BETWEEN THE PAVEMENT LIFTS AT A RATE OF 0.05 GALLONS/ SQUARE YARD.
4. THE PAVEMENT WILL NEED TO BE CLEANED PRIOR TO INSTALLING THE STRIPING.

DEMOLITION NOTES:

1. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES SHALL BE INSTALLED.
2. UNLESS OTHERWISE NOTED HERE AND THE DEMOLITION PLAN, ALL EXISTING ITEMS ARE TO REMAIN AND BE PROTECTED FROM DAMAGE.
3. REMOVAL OF THE ASPHALT PARKING LOT AND WALKWAYS SHALL BE TO THE BOTTOM OF THE NEW MATERIAL.
4. THE CONTRACTOR MUST OBTAIN ANY PERMITS REQUIRED FOR TRANSPORTING AND DISPOSAL OF SPOILED MATERIALS.
5. ANY EXISTING UNDERGROUND UTILITIES THAT ARE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED WITH LOW DENSITY CELLULAR CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 50 PSI.
6. ROUGH GRADE AND COMPACT AREAS AS NEEDED TO MAINTAIN SITE GRADES AND CONTOURS.
7. USE WATER AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT.
8. DO NOT TRANSPORT ANY POLLUTANTS TO THE ADJACENT PROPERTIES, COUNTY AND TOWN RIGHT OF WAY.
9. NO MATERIALS SHALL BE BURIED ON SITE.
10. EXISTING BUILDING AND UNDERGROUND UTILITIES SHALL BE PROTECTED FROM DAMAGE DURING DEMOLITION WORK.

EROSION CONTROL NOTES:

1. CONSTRUCTION AND MAINTENANCE OF EROSION CONTROL MEASURES SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
2. IF SOIL EROSION OCCURS AFTER A RAINFALL, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR THE EROSION USING SEED AND MULCH OR HYDROSEEDING. PRIOR TO SITE DISTURBANCE, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN-PLACE.
3. A TEMPORARY STABILIZED CONSTRUCTION DRIVEWAY WILL BE PROVIDED AS NEEDED WHERE CONSTRUCTION VEHICLES ENTER ONTO PUBLIC ROADS IN AN UNPAVED AREA. ALL PUBLIC ROADS ARE TO BE INSPECTED AND MAINTAINED CLEAR OF SOIL ACCUMULATION BY THE CONTRACTOR.
4. ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MAY BE REQUIRED THAN WHAT IS SHOWN ON THE PLANS DUE TO EXCESSIVE RAIN. THE CONTRACTOR SHALL INSTALL THE ADDITIONAL MEASURES AS REQUESTED BY THE TOWN.
5. VEGETATIVE STABILIZATION OF EARTHEN AREAS TO BE TEMPORARILY MULCHED AND SEEDED AS PER ITEM 209.1003 UNTIL FINAL GRADING, TOPSOIL AND SEEDING ARE COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDING WATER FOR GERMINATION OF THE SEED.
6. ALL DRAINAGE STRUCTURES IMPACTED BY THE PROJECT SHALL BE PROVIDED WITH INLET PROTECTION AS PER THE DETAIL PROVIDED IN THE PLANS.
7. ALL EROSION CONTROL MEASURES SHALL BE IN COMPLIANCE WITH THE MOST CURRENT NYSDEC STORMWATER MANAGEMENT DESIGN MANUAL AND THE NYSDOT STANDARD SPECIFICATIONS. THIS INCLUDES PROVIDING TEMPORARY VEGETATIVE COVER OVER DISTURBED AREAS.
8. THE CONTRACTOR IS TO SUPPLY TEMPORARY WATER AS NEEDED DURING THE COURSE OF CONSTRUCTION.
9. SOIL EROSION MAY OCCUR AFTER A RAINFALL UNTIL TURF IS ESTABLISHED. THE CONTRACTOR SHALL REPAIR ALL ERODED AREAS AND PROVIDE ADDITIONAL EROSION CONTROL MEASURES.

SURVEY AND STAKEOUT:

CONTRACTOR SHALL PERFORM SURVEY AND STAKEOUT AS NEEDED DURING THE COURSE OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT WOULD ALTER THE CONSTRUCTION OF THE PARKING LOT.

NYSDOT ITEM NUMBERS:

THE CONTRACTOR SHALL MEET ALL REQUIREMENTS WITH RESPECT TO EACH ITEM SPECIFIED IN THE PLANS AS FAR AS MATERIALS AND WORKMANSHIP. HOWEVER, PAYMENT SHALL BE BASED UPON BID ITEMS IN THE CONTRACT DOCUMENTS.

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
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CALL 811 BEFORE YOU DIG

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
NOTES

DRAWING NO.	SHEET NO.
NT-1	8 OF 20

UTILITY NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROCEED WITH GREAT CAUTION WHEN EXCAVATION IS INVOLVED SO AS NOT TO DAMAGE ANY SUBSURFACE FACILITIES. THE CONTRACTOR SHALL CALL DIG SAFELY NEW YORK TO LOCATE ALL UNDERGROUND FACILITIES.
2. IF ANY OF THE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE PROPOSED WORK AND NOT IDENTIFIED IN THE PLANS, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. THE CONTRACTOR MAY NEED TO COORDINATE WITH PRIVATE UTILITY COMPANIES IF UNFORESEEN CIRCUMSTANCES REQUIRE RELOCATION OF THEIR FACILITIES. IF NECESSARY, THE CONTRACTOR WILL SCHEDULE THE RELOCATION OF THE PRIVATE UTILITIES WITH THE OWNERS.
4. ANY DAMAGE TO THE EXISTING UNDERGROUND UTILITIES SHALL BE IMMEDIATELY FIXED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE TOWN. IF THE CONTRACTOR FAILS TO PERFORM THE WORK, THE TOWN WILL EITHER PERFORM THE OR HIRE OUTSIDE COMPANY(S) TO PERFORM THE WORK AND THE COST WILL BE CHARGED TO THE CONTRACTOR.
5. THE CONTRACTOR MAY PERFORM TEST PITS AS MAY BE NECESSARY TO CONFIRM LOCATION AND DEPTH OF UNDERGROUND UTILITIES. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
6. IF RESTRAINTS ARE NEEDED FOR UTILITY POLES DUE TO EXCAVATION LIMITS, CONTRACTOR SHALL COORDINATE WITH THE UTILITY OWNER TO PROVIDE THEM.

ADA ACCESSIBILITY NOTES:

1. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM OF 2% SLOPE IN ANY DIRECTION WITHIN THE ADA PARKING SPACES.
2. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM OF 5% RUNNING SLOPE AND MAXIMUM OF 2% CROSS SLOPE ALONG WALKWAYS WITHIN THE ACCESSIBLE PATH OF TRAVEL IN THE PARKING AREA.

DRAINAGE NOTES:

1. THE EXISTING DRAINAGE SYSTEM SHALL BE MAINTAINED AND FULLY OPERATIONAL DURING THE COURSE OF CONSTRUCTION.
2. PRIOR TO ORDERING ALL DRAINAGE STRUCTURES AND PIPING, THE CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED ELEVATIONS. IF THERE ARE ANY SIGNIFICANT DIFFERENCES WITH THE FIELD VERIFICATION, CONTRACTOR SHALL NOTIFY THE ENGINEER.
3. TOP OF FRAME ELEVATIONS ARE GIVEN AT THE CENTER OF THE STRUCTURE.
4. FOR ALL DRAINAGE STRUCTURES THAT ARE DEEPER THAN 4', STEPS WILL BE PROVIDED.
5. ALL DRAINAGE STRUCTURES AND PIPING MATERIALS SHALL BE APPROVED BY THE TOWN PRIOR TO INSTALLATION.
6. ALL PIPING SHALL HAVE A MINIMUM OF 2' OF COVER UNLESS OTHERWISE NOTED ON THE PLANS.
7. NO SUBSTITUTIONS OF THE DRAINAGE SYSTEM WILL BE ALLOWED UNLESS APPROVED BY THE TOWN.
8. IN ADDITION TO THE DETAILS PROVIDED, ALL APPLICABLE STANDARD SHEETS ARE INCLUDED AS PART OF THE PROJECT.
9. AT THE COMPLETION OF CONSTRUCTION, ALL EXISTING AND NEW DRAINAGE STRUCTURES TO REMAIN SHALL BE CLEANED OF ANY DIRT OR DEBRIS.

VEHICULAR AND EMERGENCY ACCESS:

1. VEHICULAR ACCESS MUST BE PROVIDED. THE CONTRACTOR SHALL UTILIZE FLAGGERS AND OTHER MEANS TO MAKE SURE ACCESS IS PROVIDED.
2. EMERGENCY ACCESS MUST BE PROVIDED FOR THE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE FLAGGERS AND OTHER MEANS TO MAKE SURE ACCESS IS PROVIDED.

EMERGENCY REPAIRS:

THE CONTRACTOR SHALL PROVIDE IN WRITING THE NAME, ADDRESS, PHONE NUMBER AND EMAIL OF THE PERSON(S) AUTHORIZED TO SECURE LABOR, MATERIALS AND EQUIPMENT FOR ANY EMERGENCY REPAIRS OUTSIDE OF THE NORMAL WORKING HOURS.

PEDESTRIAN ACCESS TO BUILDING:

ACCESS TO THE BUILDING MUST BE PROVIDED AT ALL TIMES DURING HOURS OF OPERATION. THE CONTRACTOR WILL NEED TO DESIGNATE TEMPORARY ACCESS AREAS TO ALLOW EMPLOYEES AND THE PUBLIC TO ENTER AND EXIT THE BUILDING. THE CONTRACTOR SHALL PROVIDE A PLAN FOR REVIEW AND APPROVAL AS TO HOW PEDESTRIAN ACCESS WILL BE PROVIDED, WHICH MAY INCLUDE SIGNAGE AND CHANNELIZATION DEVICES FOR SAFE PEDESTRIAN TRAVEL.

TESTING OF MATERIALS:

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE AN INDEPENDENT TESTING COMPANY FOR ITEMS THAT REQUIRE CONFIRMATION THAT MEETS THE SPECIFICATIONS. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

WORK ZONE TRAFFIC CONTROL NOTES:

1. THE COUNTY HAS REVIEWED AND APPROVED THE PLANS WHERE WORK IS BEING PERFORMED IN THE COUNTY RIGHT OF WAY. PERMIT IS INCLUDED IN THE CONTRACT DOCUMENTS.
2. ALL REQUIREMENTS ASSOCIATED WITH THE HIGHWAY WORK PERMIT MUST BE FOLLOWED AND THE COST IS INCLUDED WITH THE BID PRICE OF VARIOUS ITEMS IN THE CONTRACT.
3. REFER TO THE NYSDOT STANDARD SHEETS FOR DEVICES THAT ARE NEEDED WHEN WORK IS BEING CONDUCTED ALONG THE PUBLIC RIGHT OF WAY.
4. THE CONTRACTOR SHALL BE ALLOWED TO WORK BETWEEN THE HOURS OF 7:00 AM TO 6:00 PM. NIGHTTIME CONSTRUCTION WILL NOT BE ALLOWED UNLESS OTHERWISE APPROVED BY THE TOWN.
5. ALL WORK ZONE TRAFFIC CONTROL ACTIVITIES SHALL BE PERFORMED AS PER SECTION 619 OF THE NYSDOT STANDARD SPECIFICATIONS.
6. ALL TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE NATIONAL MANUAL OF TRAFFIC CONTROL DEVICES, NYS SUPPLEMENT AND APPLICABLE NYSDOT STANDARD SHEETS.
7. THE CONTRACTOR SHALL MAKE SURE THAT ALL CONSTRUCTION AND EMPLOYEE VEHICLES AND EQUIPMENT SHALL NOT IMPACT TRAFFIC FLOW ON OTHER PUBLIC STREETS.
8. ALL CONSTRUCTION VEHICLES SHALL BE EQUIPPED WITH APPROVED AMBER ROTATING SAFETY LIGHT THAT CAN BE EASILY SEEN BY TRAFFIC.
9. IF ESCORT VEHICLES ARE NEEDED TO TRANSPORT MATERIALS TO THE PROJECT SITE, THEY SHALL BE EQUIPPED WITH AN AMBER LIGHT OR AN OPERATING ARROW BOARD.
10. A STAGING AREA HAS NOT BEEN DESIGNATED BY THE TOWN FOR THIS PROJECT. THE CONTRACTOR SHALL FIND A SUITABLE STAGING AREA ELSEWHERE AT NO ADDITIONAL COST TO THE TOWN.
11. ADEQUATE INGRESS AND EGRESS ACCESS WILL BE PROVIDED BY THE CONTRACTOR DURING THE COURSE OF CONSTRUCTION. FLAGGERS WILL BE REQUIRED AS NEEDED.
12. THE CONTRACTOR MUST COMPLY WITH ALL OSHA REGULATIONS DURING THE COURSE OF CONSTRUCTION.

CONSTRUCTION DURATION:

THE CONTRACTOR IS ADVISED THAT THE PROJECT MUST BE SUBSTANTIALLY COMPLETE WITHIN 90 CALENDAR DAYS FROM THE START OF THE WORK. THE CONTRACTOR SHALL BE ASSESSED WITH LIQUIDATED DAMAGES FOR ANY CALENDAR DAY BEYOND 90 CALENDAR DAYS WHERE THE PARKING LOT IS NOT COMPLETED UP TO THE BINDER COURSE. THE CONTRACTOR SHALL NOT START WORK UNTIL THE DRAINAGE STRUCTURES AND PIPING HAVE BEEN ORDERED AND ARE READY FOR INSTALLATION. THE PROJECT MUST BE FULLY COMPLETED IN 120 CALENDAR DAYS.

WINTER SHUTDOWN PERIOD:

IF THE PROJECT CANNOT BE COMPLETED PRIOR TO NOVEMBER 30, 2024, THE CONTRACTOR AT A MINIMUM MUST INSTALL EITHER TEMPORARY PAVEMENT OR NEW PAVEMENT UP TO BINDER COURSE, SO THAT A HARD SURFACE IS PROVIDED DURING THE WINTER. CONTRACTOR MUST THEN START WORK IN APRIL 2025 AND BE COMPLETED NO LATER THAN THE REMAINING DAYS. FOR EXAMPLE, IF CONTRACTOR WORKED 60 CALENDAR DAYS PRIOR TO WINTER SHUTDOWN, THEN 30 DAYS REMAIN TO SUBSTANTIAL COMPLETION AND AN ADDITIONAL 30 DAYS FOR FINAL COMPLETION.

CONSTRUCTION STAGING PLAN:

PARKING MUST BE ALLOWED AT ALL TIMES. THE CONTRACTOR WILL NEED TO CONSTRUCT THE PARKING LOT IN STAGES SO THAT A PORTION OF THE LOT IS ACCESSIBLE TO PARKING WHILE THE OTHER PORTION IS BEING CONSTRUCTED. CONTRACTOR SHALL SUBMIT A STAGING PLAN FOR REVIEW AND APPROVAL PRIOR TO START OF CONSTRUCTION.

STORMWATER CHAMBER NOTES:

1. DURING INSTALLATION OF THE STORMWATER CHAMBER SYSTEMS, THE MANUFACTURER'S REPRESENTATIVE SHALL BE ON SITE TO INSPECT THE WORK. AT THE END OF THE INSTALLATION, THE MANUFACTURER SHALL PROVIDE CERTIFICATION DOCUMENT STATING THE SYSTEM WAS INSTALLED AS PER PLANS AND SPECIFICATIONS. AT THAT POINT, THE CONTRACTOR CAN SUBMIT PAYMENT REQUEST.
2. THE CULTEC CHAMBERS HAVE BEEN SPECIFIED. IF CONTRACTOR PROPOSES ANOTHER SYSTEM, DESIGN PLANS WITH NYSPE CERTIFICATION WILL BE SUBMITTED FOR REVIEW AND APPROVAL. SHOP DRAWINGS FOR THE PROPOSED SYSTEM SHALL BE PROVIDED AND STAMPED BY NYS LICENSED PROFESSIONAL ENGINEER.

FUEL AND ASPHALT PRICE ADJUSTMENT:

THIS PROJECT DOES NOT INCLUDE FUEL AND ASPHALT PRICE ADJUSTMENTS.

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

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STATE OF NEW YORK
FRED C. MASTRANGELO
077354
LICENSED PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

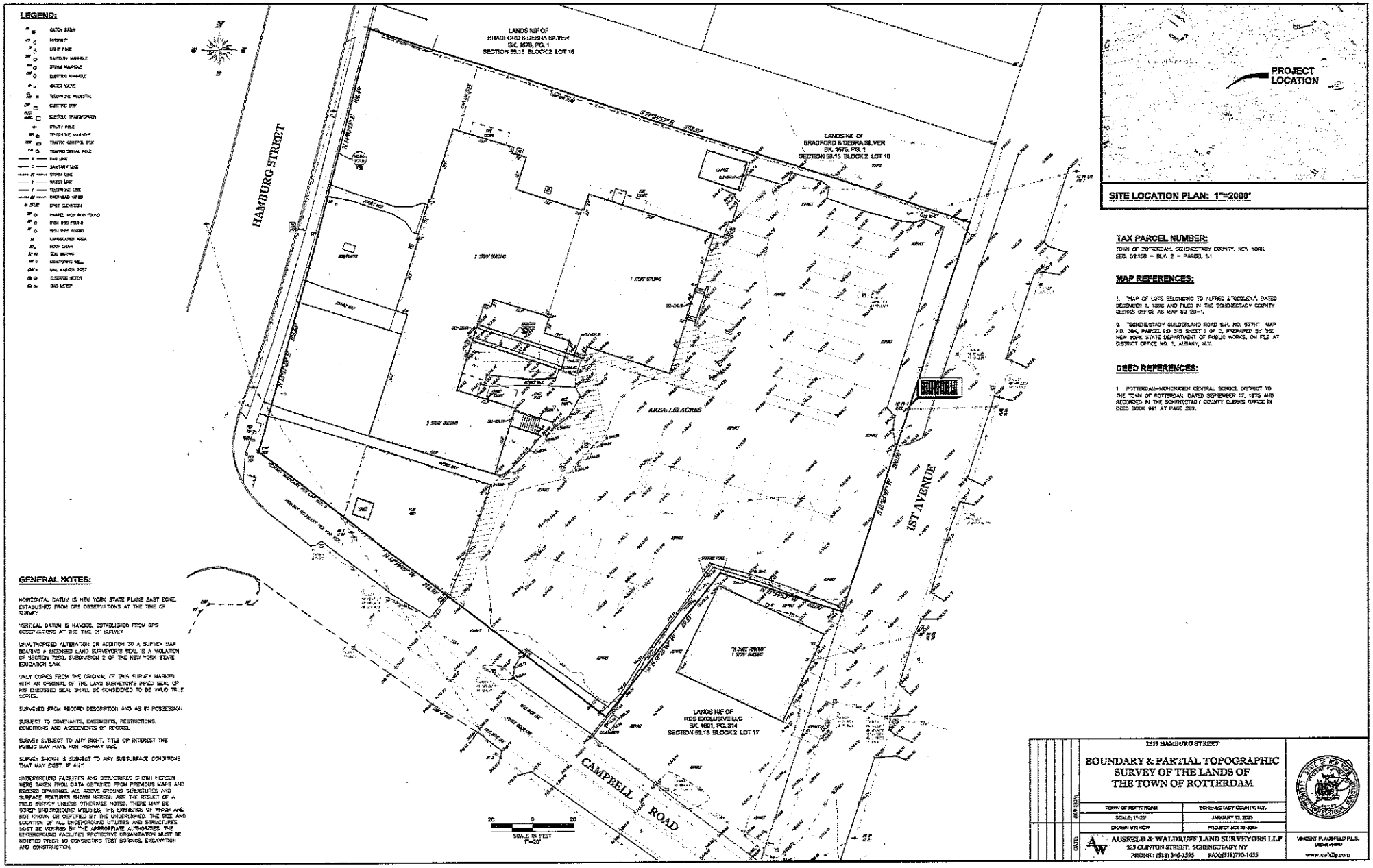
REVISIONS:

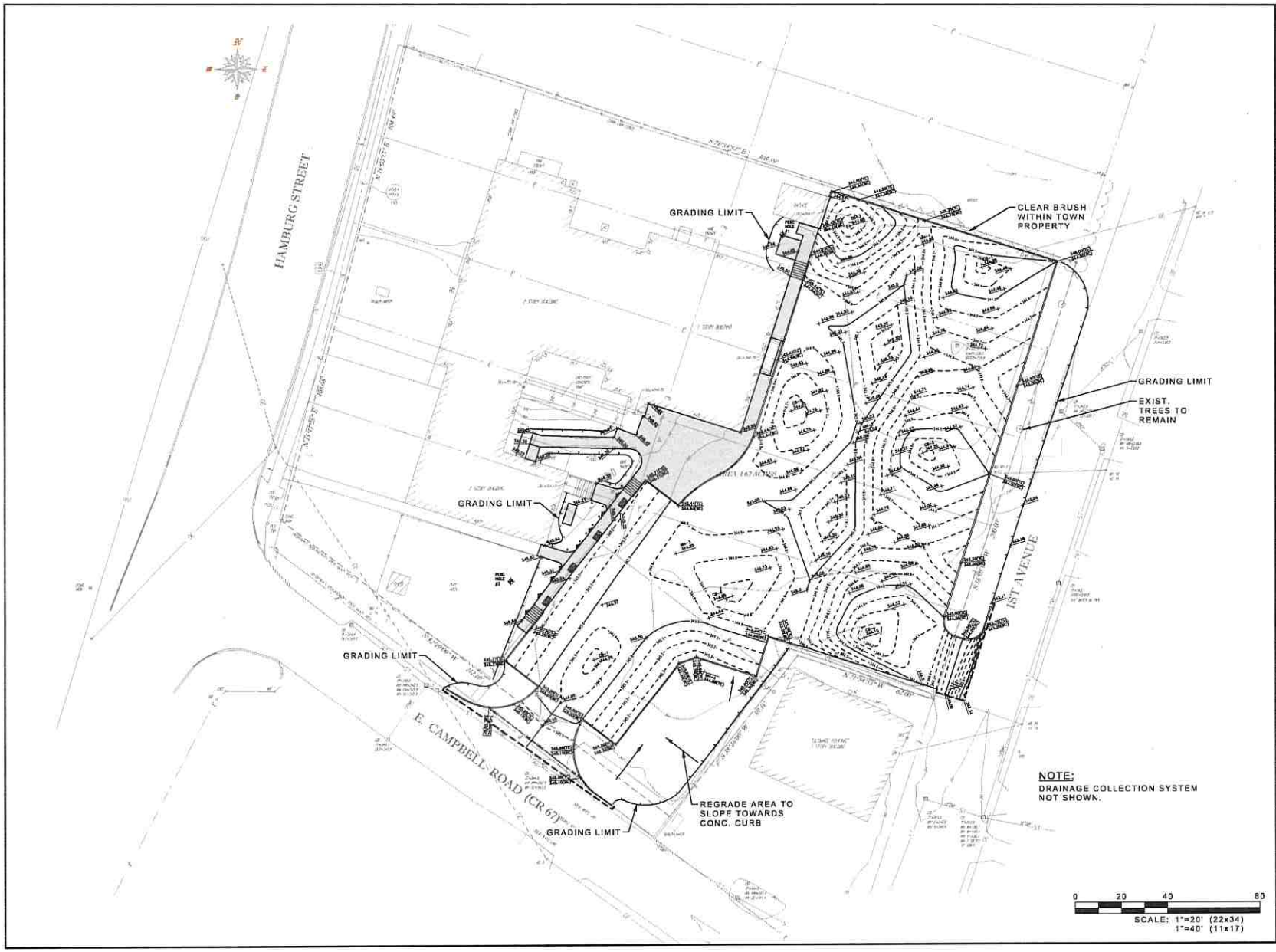
NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
NOTES

DRAWING NO.	SHEET NO.
NT-2	9 OF 20


LEGEND:
HAMBURG STREET
LANDS N/F OF
BRADFORD & DEBRA SILVER
BK. 1679, PG. 1
SECTION 59.15 BLOCK 2 LOT 16
LANDS N/F OF
BRADFORD & DEBRA SILVER
BK. 1679, PG. 1
SECTION 59.15 BLOCK 2 LOT 18
1 STORY BRICK
1 STORY BUILDING
1 STORY BRICK
AREA: 1.83 ACRES
1ST AVENUE
CAMPBELL ROAD
LANDS N/F OF
RDS EXCLUSIVE LLC
BK. 1691, PG. 314
SECTION 59.15 BLOCK 2 LOT 17
SCALE IN FEET
1"=20'
PROJECT LOCATION
SITE LOCATION PLAN: 1"=2000'
TAX PARCEL NUMBER:
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK
SEC. 59.15B - BLK. 2 - PARCEL 1.1
MAP REFERENCES:
1. "MAP OF LOTS BELONGING TO ALFRED STOCKLEY," DATED DECEMBER 1, 1896 AND FILED IN THE SCHENECTADY COUNTY CLERK'S OFFICE AS MAP SD 29-1.
2. "SCHENECTADY GUILDERLAND ROAD S.H. NO. 5771" MAP NO. 364, PARCEL NO 315 SHEET 1 OF 2, PREPARED BY THE NEW YORK STATE DEPARTMENT OF PUBLIC WORKS, ON FILE AT DISTRICT OFFICE NO. 1, ALBANY, N.Y.
DEED REFERENCES:
1. ROTTERDAM-MOHONASEN CENTRAL SCHOOL DISTRICT TO THE TOWN OF ROTTERDAM, DATED SEPTEMBER 17, 1975 AND RECORDED IN THE SCHENECTADY COUNTY CLERK'S OFFICE IN DEED BOOK 991 AT PAGE 269.
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 DEPICTED 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.
2639 HAMBURG STREET
BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY OF THE LANDS OF THE TOWN OF ROTTERDAM
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, N.Y.
SCALE: 1"=20'
JANUARY 19, 2023
DRAWN BY: MDH
PROJECT NO. 22-2383
AUSFELD & WALDRUFF LAND SURVEYORS LLP
329 CLINTON STREET, SCHENECTADY NY
PHONE: (518) 346-1555 FAX: (518) 795-1635
VINCENT P. AUSFELD P.L.S.
www.awllp.com



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Scotia, NY 12302
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STATE OF NEW YORK
FRED C. MASTRONARDI
LICENSED
027354
PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

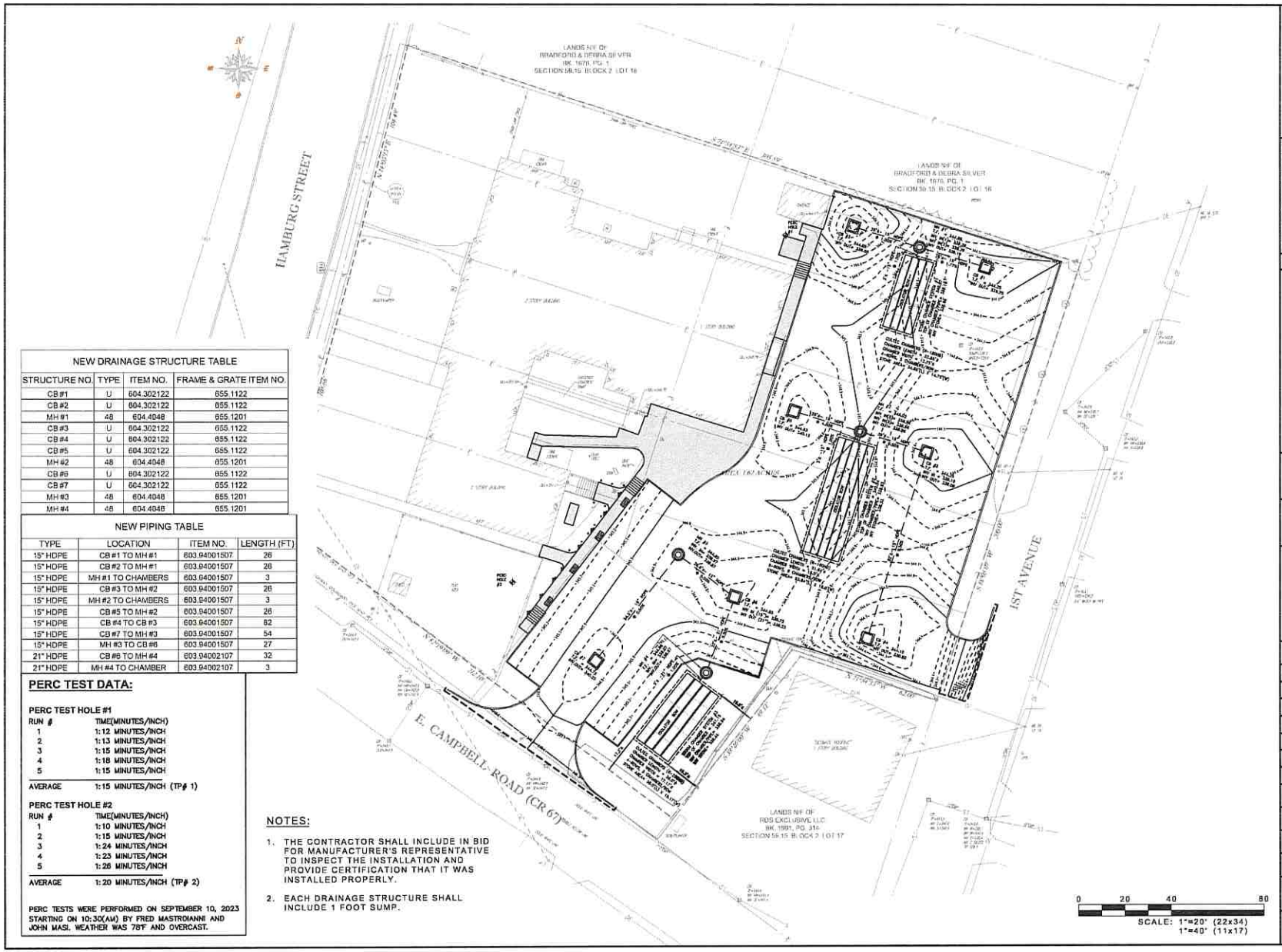
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	22038
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
GRADING PLAN

DRAWING NO.	SHEET NO.
GR-1	11 OF 20



NEW DRAINAGE STRUCTURE TABLE			
STRUCTURE NO.	TYPE	ITEM NO.	FRAME & GRATE ITEM NO.
CB #1	U	604.302122	655.1122
CB #2	U	604.302122	655.1122
MH #1	48	604.4048	655.1201
CB #3	U	604.302122	655.1122
CB #4	U	604.302122	655.1122
CB #5	U	604.302122	655.1122
MH #2	48	604.4048	655.1201
CB #6	U	604.302122	655.1122
CB #7	U	604.302122	655.1122
MH #3	48	604.4048	655.1201
MH #4	48	604.4048	655.1201

NEW PIPING TABLE			
TYPE	LOCATION	ITEM NO.	LENGTH (FT)
15" HDPE	CB #1 TO MH #1	603.94001507	26
15" HDPE	CB #2 TO MH #1	603.94001507	26
15" HDPE	MH #1 TO CHAMBERS	603.94001507	3
15" HDPE	CB #3 TO MH #2	603.94001507	26
15" HDPE	MH #2 TO CHAMBERS	603.94001507	3
15" HDPE	CB #5 TO MH #2	603.94001507	26
15" HDPE	CB #4 TO CB #3	603.94001507	62
15" HDPE	CB #7 TO MH #3	603.94001507	54
15" HDPE	MH #3 TO CB #6	603.94001507	27
21" HDPE	CB #6 TO MH #4	603.94002107	32
21" HDPE	MH #4 TO CHAMBER	603.94002107	3

PERC TEST DATA:

PERC TEST HOLE #1

RUN #	TIME(MINUTES/INCH)
1	1:12 MINUTES/INCH
2	1:13 MINUTES/INCH
3	1:15 MINUTES/INCH
4	1:18 MINUTES/INCH
5	1:15 MINUTES/INCH
AVERAGE	1:15 MINUTES/INCH (TP# 1)

PERC TEST HOLE #2

RUN #	TIME(MINUTES/INCH)
1	1:10 MINUTES/INCH
2	1:15 MINUTES/INCH
3	1:24 MINUTES/INCH
4	1:23 MINUTES/INCH
5	1:26 MINUTES/INCH
AVERAGE	1:20 MINUTES/INCH (TP# 2)

PERC TESTS WERE PERFORMED ON SEPTEMBER 10, 2023 STARTING ON 10:30(AM) BY FRED MASTROIANNI AND JOHN MASI. WEATHER WAS 78°F AND OVERCAST.

NOTES:

1. THE CONTRACTOR SHALL INCLUDE IN BID FOR MANUFACTURER'S REPRESENTATIVE TO INSPECT THE INSTALLATION AND PROVIDE CERTIFICATION THAT IT WAS INSTALLED PROPERLY.
2. EACH DRAINAGE STRUCTURE SHALL INCLUDE 1 FOOT SUMP.

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FRED C. MASTROIANNI
027354
LICENSED PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

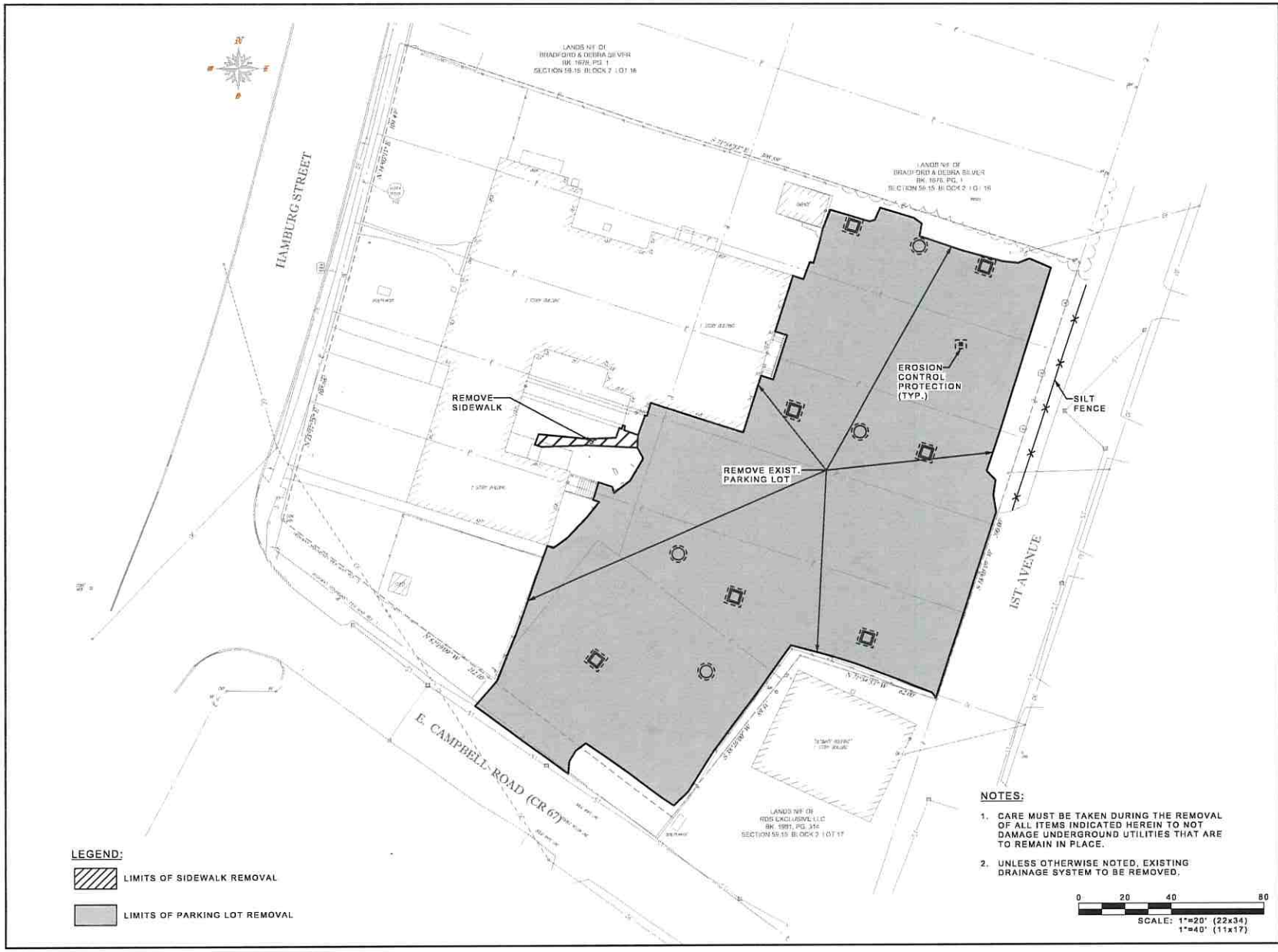
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
DRAINAGE PLAN

DRAWING NO.	SHEET NO.
DR-1	12 OF 20



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077354
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CLIENT:
TOWN OF ROTTERDAM

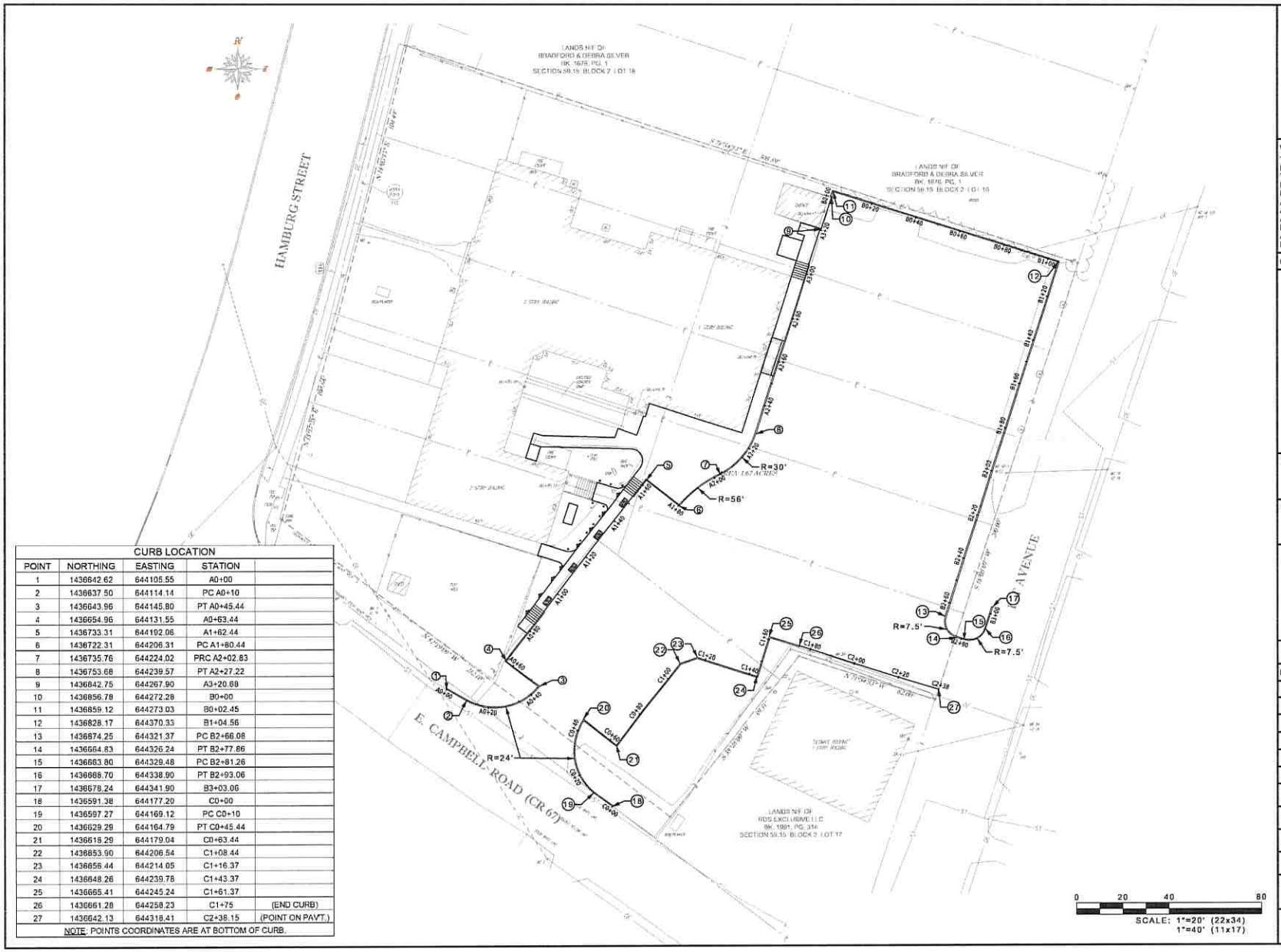
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
DEMOLITION AND EROSION CONTROL PLAN

DRAWING NO.	SHEET NO.
DP-1	13 OF 20



CURB LOCATION				
POINT	NORTHING	EASTING	STATION	
1	1436642.62	644105.55	A0+00	
2	1436637.50	644114.14	PC A0+10	
3	1436643.96	644145.80	PT A0+45.44	
4	1436654.96	644131.55	A0+63.44	
5	1436733.31	644192.06	A1+62.44	
6	1436722.31	644206.31	PC A1+80.44	
7	1436735.76	644224.02	PRC A2+02.83	
8	1436753.68	644239.57	PT A2+27.22	
9	1436842.75	644267.90	A3+20.88	
10	1436856.78	644272.28	B0+00	
11	1436859.12	644273.03	B0+02.45	
12	1436828.17	644370.33	B1+04.56	
13	1436874.25	644321.37	PC B2+66.08	
14	1436864.83	644326.24	PT B2+77.86	
15	1436883.80	644329.48	PC B2+81.26	
16	1436888.70	644338.90	PT B2+93.06	
17	1436878.24	644341.90	B3+03.06	
18	1436591.38	644177.20	C0+00	
19	1436597.27	644169.12	PC C0+10	
20	1436629.29	644164.79	PT C0+45.44	
21	1436618.29	644179.04	C0+63.44	
22	1436653.90	644206.54	C1+08.44	
23	1436656.44	644214.05	C1+16.37	
24	1436648.26	644239.78	C1+43.37	
25	1436665.41	644245.24	C1+61.37	
26	1436661.28	644258.23	C1+75	(END CURB)
27	1436642.13	644318.41	C2+38.15	(POINT ON PAVT.)

NOTE: POINTS COORDINATES ARE AT BOTTOM OF CURB.

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STATE OF NEW YORK * FRED C. MASTRACCO * LICENSED 077354 PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

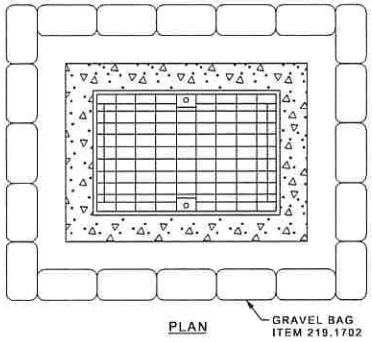
REVISIONS:

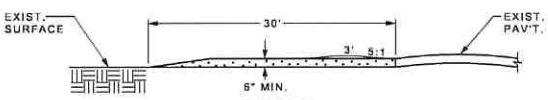
NO.	DATE	DESCRIPTION

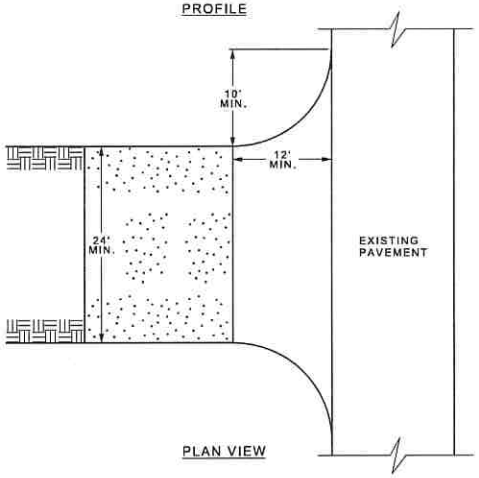
PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

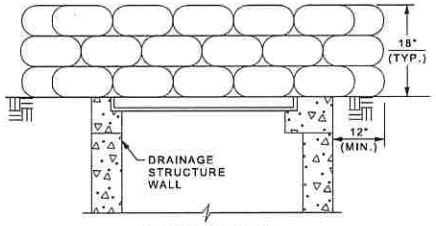
SHEET TITLE:
CURB ALIGNMENT PLAN

DRAWING NO.	SHEET NO.
PP-1	14 OF 20









NOTES:

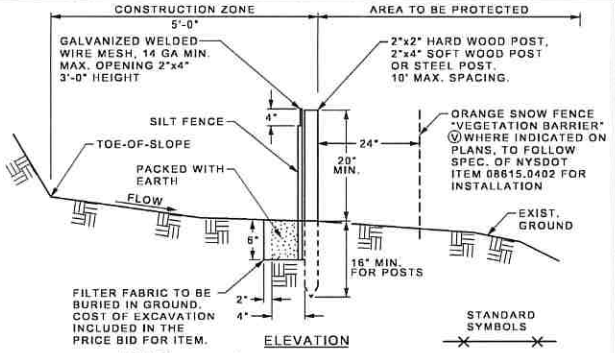
1. THE PRIMARY PURPOSE OF DRAINAGE STRUCTURE INLET PROTECTION IS TO PREVENT SEDIMENT FROM ENTERING A DRAINAGE SYSTEM BY TRAPPING WATER, THEREBY ALLOWING SEDIMENT TO FALL OUT OF SUSPENSION.
2. GRAVEL BAGS ARE FILLED WITH CLEAN STONE, RATHER THAN SAND, TO PREVENT SEDIMENT FROM ENTERING A DRAINAGE SYSTEM IF BAGS ARE DAMAGED DURING USE.
3. THE TOP OF THE INLET PROTECTION SHALL BE SET TO ALLOW OVERFLOW INTO THE INLET AND NOT BYPASS TO UNPROTECTED RESOURCES.

DRAINAGE STRUCTURE INLET PROTECTION (TEMPORARY) (GRAVEL BAG) - ITEM 209.1702
NTS

CONSTRUCTION SPECIFICATIONS:

1. STONE SIZE - USE 2" STONE, OR RECLAIMED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 30 FEET.
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWENTY FOUR (24) FEET MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. STABILIZATION FABRIC (HP 270 OR EQUAL) - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SIDE SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NECESSARY MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

STABILIZED CONSTRUCTION ACCESS DETAIL - ITEM 209.22
NTS



NOTES:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12-1/2 GAUGE, 6" MAXIMUM MESH OPENING.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA 1140N, OR APPROVED EQUIVALENT.
4. PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE OR APPROVED EQUIVALENT.
5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

SILT FENCE FOR TEMPORARY EROSION CONTROL - ITEM 209.13
NTS

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

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CALL 811 BEFORE YOU DIG

STATE OF NEW YORK * FRED C. MASTRACCHIO * LICENSED 077354 PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

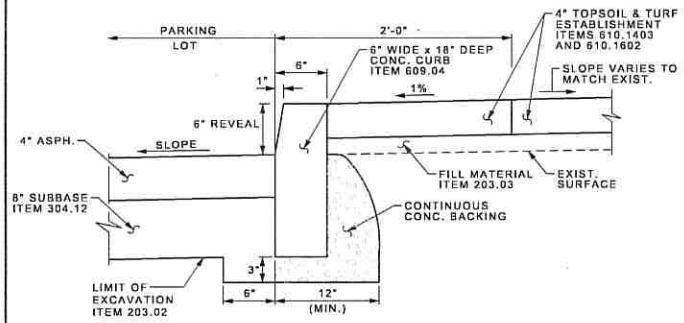
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
EROSION CONTROL DETAILS

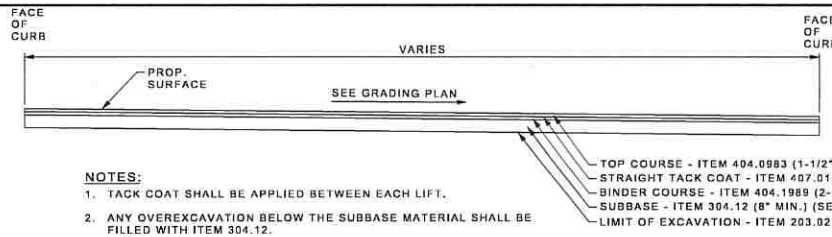
DRAWING NO.	SHEET NO.
EC-1	15 OF 20



NOTES:

1. SEE GRADING PLAN FOR SLOPES.
2. CONC. BACKING SHALL EXTEND TO TOP OF PAVEMENT.

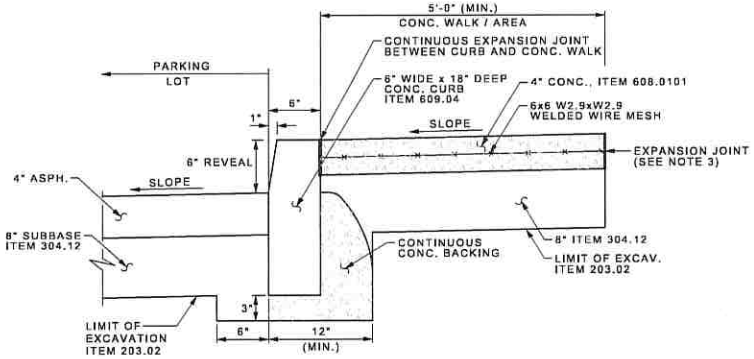
CURB/PARKING/LANDSCAPING DETAIL
NTS



NOTES:

1. TACK COAT SHALL BE APPLIED BETWEEN EACH LIFT.
2. ANY OVEREXCAVATION BELOW THE SUBBASE MATERIAL SHALL BE FILLED WITH ITEM 304.12.
3. THICKNESS STATED IN DETAIL IS CONSIDERED "COMPACTED THICKNESS."
4. PRIOR TO INSTALLING SUBBASE, THE SUBGRADE SHALL BE COMPACTED TO 95% PROCTOR DENSITY.
5. THIS PROJECT DOES NOT INCLUDE ASPHALT PRICE ADJUSTMENT.

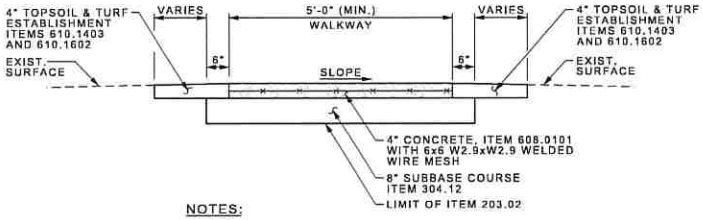
PARKING AREA TYPICAL SECTION
NTS



NOTES:

1. SEE GRADING PLAN FOR SLOPES.
2. THE 6x6 W2.9xW2.9 WWM SHALL BE INSTALLED 2" FROM BOTTOM OF CONC.
3. EXPANSION JOINT SHALL BE PROVIDED AS NEEDED, BUT NOT GREATER THAN EVERY 10 FEET FOR CONCRETE SIDEWALKS.
4. ALL EXPANSION JOINTS SHALL BE SEALED.
5. CONC. BACKING SHALL EXTEND TO TOP OF PAVEMENT.

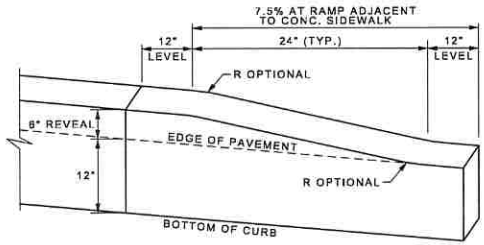
CURB/PARKING/WALKWAY AND LANDING AREA DETAIL
NTS



NOTES:

1. THE 6x6 W2.9xW2.9 WWM SHALL BE INSTALLED 2" FROM BOTTOM OF CONC.
2. EXPANSION JOINT SHALL BE PROVIDED AS NEEDED, BUT NOT GREATER THAN EVERY 10 FEET.
3. SEE GRADING PLAN FOR SLOPE.

CONCRETE WALKWAY DETAIL
NTS



CAST-IN-PLACE CONCRETE CURB TERMINATION
NTS

ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

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STATE OF NEW YORK * FRED C. MASTROPIETRO * 077354 * LICENSED PROFESSIONAL ENGINEER

PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

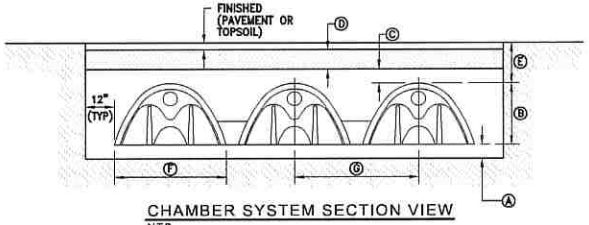
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
DETAILS

DRAWING NO.	SHEET NO.
D-1	16 OF 20

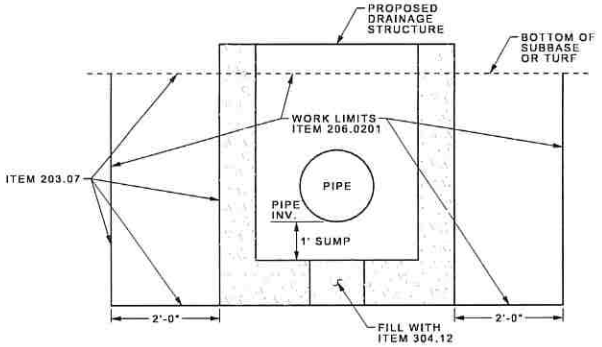


CHAMBER SYSTEM SECTION VIEW
NTS

DESCRIPTION	REF.	CULTEC RECHARGER® 180HD CHAMBER SYSTEM #1 & #2	CULTEC RECHARGER® 280HD CHAMBER SYSTEM #3
MIN. DEPTH OF STONE BASE	Ⓐ	6" (152 mm)	6" (152 mm)
CHAMBER HEIGHT	Ⓑ	20.5" (521 mm)	26.5" (673 mm)
MIN. DEPTH OF STONE REQUIRED ABOVE UNITS FOR TRAFFIC APPLICATIONS	Ⓒ	6" (152 mm)	6" (152 mm)
MIN. DEPTH OF 95% COMPACTED FILL REQUIRED FOR PAVED TRAFFIC APPLICATIONS	Ⓓ	8" (203 mm)	8" (203 mm)
MAX. DEPTH OF COVER ALLOWED ABOVE CROWN OF CHAMBER	Ⓔ	12' (3.66 m)	12' (3.66 m)
CHAMBER WIDTH	Ⓕ	36" (914 mm)	47" (1194 mm)
TYPICAL CENTER-TO-CENTER SPACING	Ⓖ	39" (991 mm)	52" (1321 mm)
INSTALLED LENGTH/LENGTH ADJUST PER RUN		6.33'/1.0' (1.93 m/0.30 m)	7.00'/1.0' (2.13 m/0.30 m)
MAX. PIPE SIZE IN END WALL		15" HDPE, PVC (375 mm HDPE, PVC)	21" HDPE, PVC (525 mm HDPE, PVC)

NOTES:

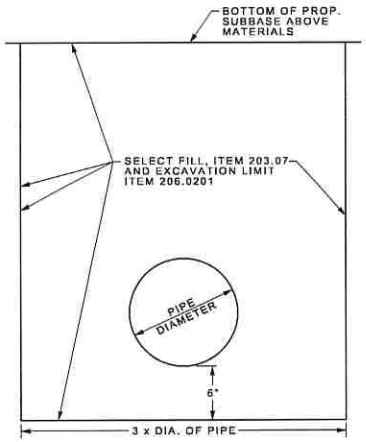
1. SHOP DRAWINGS SHALL BE PROVIDED PRIOR TO INSTALLATION OF THE SYSTEM.
2. CHECK CULTEC CHAMBERS FOR DAMAGE PRIOR TO INSTALLATION. DO NOT USE DAMAGED CULTEC CHAMBERS. CONTACT YOUR SUPPLIER IMMEDIATELY TO REPORT DAMAGE OR PACKING-LIST DISCREPANCIES.
3. PLACEMENT OF EMBEDMENT STONE MUST BE IN ACCORDANCE WITH CULTEC'S INSTALLATION INSTRUCTIONS. STONE COLUMN HEIGHT DIFFERENTIAL MUST NEVER EXCEED 12" BETWEEN CHAMBER ROWS, ADJACENT CHAMBERS OR STONE PERIMETER. STONE MUST BE PLACED OVER THE CROWN OF THE CHAMBERS TO ANCHOR THE CHAMBERS IN PLACE AND MAINTAIN ROW SPACING.
4. EMBEDMENT STONE MUST ONLY BE PLACED BY EXCAVATOR OR TELESCOPING CONVEYOR BOOM. PLACEMENT OF EMBEDMENT STONE WITH BULLDOZER IS NOT AN ACCEPTABLE METHOD OF INSTALLATION AND MAY CAUSE DAMAGE TO THE CHAMBERS.



NOTES:

1. THIS DETAIL IS MEANT TO SHOW EXCAVATION AND BACKFILL MATERIAL AROUND STRUCTURES, SUMP AND DRAIN.
2. REFER TO APPLICABLE STANDARD SHEETS FOR DRAINAGE STRUCTURES AND FRAMES AND GRATES.

INSTALLATION OF PROPOSED DRAINAGE STRUCTURES
NTS



NOTE:
IF UNSTABLE MATERIAL IS ENCOUNTERED, PROVIDE DEEPER EXCAVATIONS AND SELECT FILL TO STABLE BOTTOM.

PIPE INSTALLATION DETAIL
NTS

FCM ENGINEERING
156 Spring Road
Scotia, NY 12302
Cell #: (518) 641-9192
fred@fcmengpllc.com
www.fcmengpllc.com

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PROJECT NAME:
PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

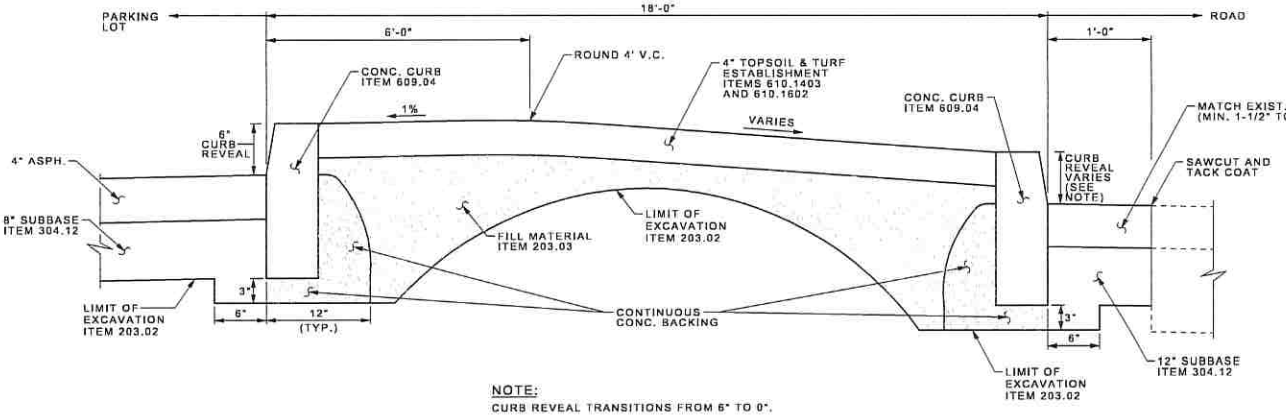
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

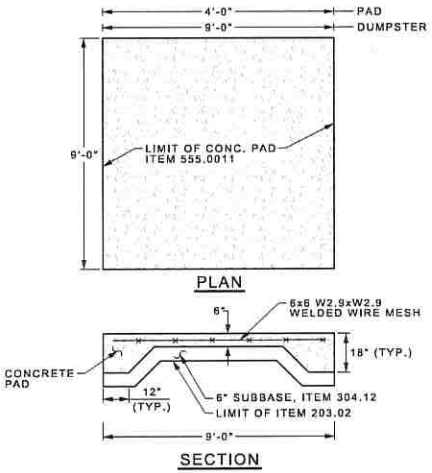
SHEET TITLE:
DETAILS

DRAWING NO.	SHEET NO.
D-2	17 OF 20



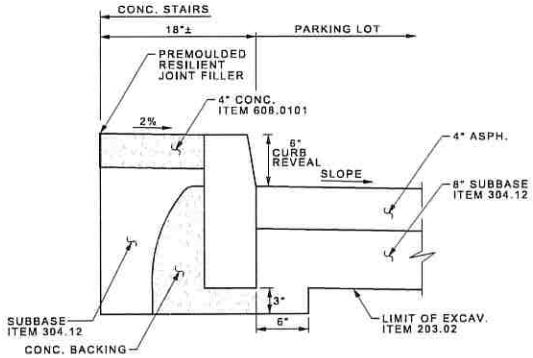
NOTE:
CURB REVEAL TRANSITIONS FROM 6" TO 0".

LANDSCAPED ISLAND ON 1ST AVENUE
NTS

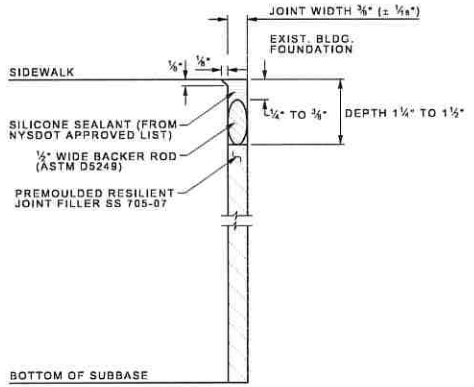


NOTE:
THE WW MESH TO BE INSTALLED 3" FROM BOTTOM OF CONC.

CONCRETE PAD / DUMPSTER
NTS



CURB ADJACENT TO CONC. STAIRS
NTS



NOTES:

1. THE PREMOULDED RESILIENT JOINT FILLER SHALL EXTEND TO THE BOTTOM OF THE SUBBASE LAYER.
2. THE ADJACENT EXISTING STRUCTURE SURFACE SHALL BE CLEANED IN ACCORDANCE WITHIN THE SILICONE SEALANT MANUFACTURER'S INSTALLATION RECOMMENDATIONS.

ISOLATION JOINT SEALING SILICONE SEALANT WHERE NEW SIDEWALK IS ADJACENT TO BLDG.
NTS

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Cell #: (518) 641-9192
fred@fcmengpllc.com
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STATE OF NEW YORK
FRED C. MASTROVITO
077354
PROFESSIONAL ENGINEER

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PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
TOWN OF ROTTERDAM

REVISIONS:

NO.	DATE	DESCRIPTION

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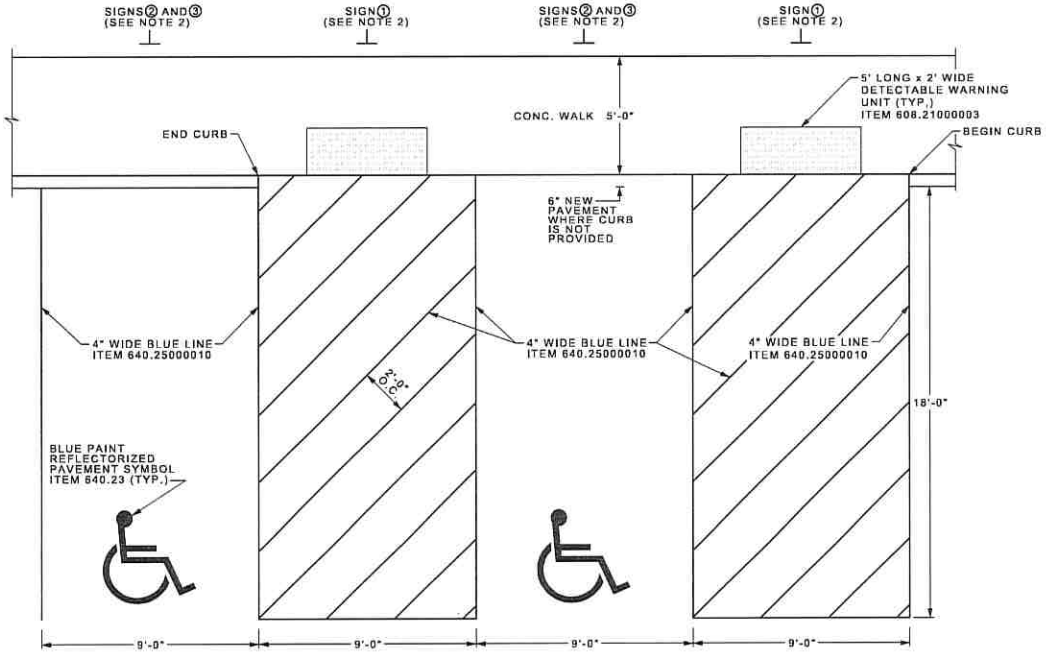
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
DETAILS

DRAWING NO.	SHEET NO.
D-3	18 OF 20



ACCESSIBLE PARKING SYMBOL
NTS

NOTES:

1. REFER TO NYSDOT STANDARD SHEET 608-02 FOR ADDITIONAL DETAILS.
2. MOUNT SIGNS BEHIND CONC. WALK.
3. ONLY 2 OF 4 PARKING SPACES ARE SHOWN.
4. ALL SIGNS SHALL BE GROUND MOUNTED USING TYPE A SIGN POSTS, ITEM 645.81.

ACCESSIBLE PARKING DETAILS
NTS

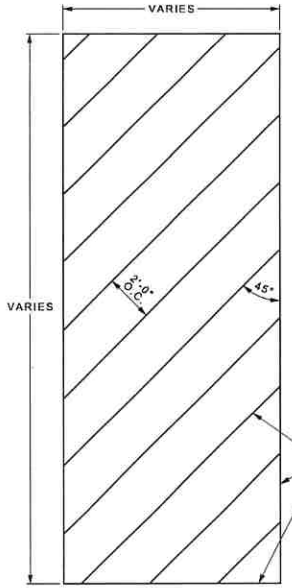
12"x18" SIGN NYP1-7 (MOD.)

SIGN① ITEM 645.5101

12"x18" SIGN R7-8 (MOD.)

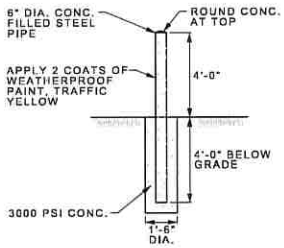
12"x6" SIGN R7-8A (MOD.)

SIGNS② AND③ ITEM 645.5101



NOTE:
SEE GENERAL PLAN FOR LOCATION AND SHAPES.

HATCH LINE DETAIL (ALL OTHERS)
NTS



CONC. BOLLARD DETAIL
NTS

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156 Spring Road
Scotia, NY 12302
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fred@fcmengpllc.com
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PARKING LOT IMPROVEMENTS AT SENIOR CENTER

CLIENT:
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REVISIONS:

NO.	DATE	DESCRIPTION

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DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
DETAILS

DRAWING NO.	SHEET NO.
D-4	19 OF 20

NYSDOT ITEMS	
Item Number	**Item Description**
201.06	CLEARING AND GRUBBING
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL
203.03	EMBANKMENT IN PLACE
203.07	SELECT GRANULAR FILL
206.0201	TRENCH AND CULVERT EXCAVATION
209.1003	SEED AND MULCH - TEMPORARY
209.13	SILT FENCE - TEMPORARY
209.1702	DRAINAGE STRUCTURE INLET PROTECTION, GRAVEL BAG-TEMPORARY
209.22	STABILIZED CONSTRUCTION ACCESS
304.12	SUBBASE COURSE, TYPE 2
404.0983	9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION
404.1989	19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION
407.0103	STRAIGHT TACK COAT
555.0104	FOOTING CONCRETE, CLASS A
603.94001507	FURNISH AND INSTALL HDPE PIPE, 15" DIA.
603.94002107	FURNISH AND INSTALL HDPE PIPE, 21" DIA.
604.302122	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME
604.4048	ROUND PRECAST CONCRETE MANHOLE TYPE 48
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS
608.21000003	CAST IRON EMBEDDED DETECTABLE WARNING UNITS
609.04	CAST-IN-PLACE CONCRETE CURB (AS DETAILED)
610.1403	TOPSOIL - LAWNS
610.1602	TURF ESTABLISHMENT - LAWNS
619.01	BASIC WORK ZONE TRAFFIC CONTROL
625.01	SURVEY OPERATIONS
627.50140008	CUTTING PAVEMENT
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS
640.23	WHITE PAINT REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS
640.25000010	BLUE REFLECTORIZED PAVEMENT MARKING PAINT FOR HANDICAPPED PARKING SPACES
645.5101	GROUND MOUNTED SIGN PANELS WITHOUT Z-BARS
645.81	TYPE A SIGN POSTS
647.51	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (Under 30 SF)
655.1122	WELDED FRAME AND RETICULINE GRATE 22
699.040001	MOBILIZATION

NOTES:

1. STORMWATER CHAMBERS ITEM(S) NOT LISTED.
   SEE SPECIAL SPECIFICATIONS FOR STORMWATER CHAMBERS.
2. THESE ITEMS OF THE NYSDOT STANDARD SPECIFICATIONS
   APPLY TO MATERIAL QUALITY AND WORKMANSHIP.
   PAYMENT FOR ITEMS DOES NOT APPLY.

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STATE OF NEW YORK * FRED C. MASTRACCIO * LICENSED * 077354 * PROFESSIONAL ENGINEER

PROJECT NAME:
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CLIENT:
TOWN OF ROTTERDAM

TOWN OF ROTTERDAM 1820

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER:	2203B
DESIGNED BY:	FCM
DRAWN BY:	MJP
CHECKED BY:	FCM

SHEET TITLE:
MISCELLANEOUS TABLE

DRAWING NO.	SHEET NO.
MT-1	20 OF 20

RESOLUTION NO. 320.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

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 150 Hawking, Peddling, and Soliciting, § 150-22 Rules and regulations, Section "J" of the Code of the Town of Rotterdam, for the purpose of allowing ice cream trucks to operate within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the Rotterdam Junction Volunteer Fire Department, 1215 Main Street, Rotterdam, New York 12150 at 7:00p.m. on the 11th day of September, 2024 for the following purpose:

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 7, 2024
TO:	Agenda
FROM:	Courtney Heinel, Esq.
TITLE OF REQUEST:	Town Board Member Schlag wishes to introduce a local law to amend section 150-22(J) of the Town Code, to allow for ice cream trucks within the Town of Rotterdam
TOWN BOARD MEETING:	August 14, 2024
Background Information:	The Town has received inquiries from ice cream truck companies wishing to operate in the Town, however current local law section 150-22(J) does not allow for such an activity within the Town.
Evaluation/Analysis:	Section 150-22(J) prohibits ice cream trucks within the Town and amendment is the only option if the Town Board wishes to allow this activity.
Recommendation(s):	N/A
Attachment/Document(s):	Draft Local Law of the Year 2024
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Rotterdam Town Code Chapter 150-22(J) - amend

LEGISLATION WILL BE PREPARED BY: Town Attorney

Chapter 150 **Hawking, Peddling and Soliciting**

§ 150-22. Rules and regulations.

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

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

RESOLUTION NO. 321.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

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 Brycer, LLC for the implementation of the Compliance Engine within the Town of Rotterdam, at no cost, in a manner acceptable to the Town Attorney and the Town of Rotterdam.

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE:	August 7, 2024
TO:	Agenda
FROM:	Courtney Heinel, Esq.
TITLE OF REQUEST:	Town Board Member Schlag wishes the Town Supervisor to negotiate and sign an agreement with Brycer, LLC. to implement the compliance engine within the Town of Rotterdam.
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Town staff have been approached by Brycer LLC. about implementing the Compliance Engine within the Town of Rotterdam to help Town Staff with fire safety inspections within the Town of Rotterdam.
Evaluation/Analysis:	The Compliance Engine is a system that will help the Town staff implement, review, and inspect fire safety inspections within the Town of Rotterdam.
Recommendation(s):	N/A
Attachment/Document(s):	Brycer, LLC. contract

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Town Attorney

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

November 20, 2023

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: "The Compliance Engine"

Dear Town of Rotterdam:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, Town of Rotterdam ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices***. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[CLIENT]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement***. Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports***. Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data**. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
___ day of _____, 20____:

[CLIENT]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.

2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**

9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**

10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.

12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

14. Beneficiaries. There are no third party beneficiaries to the Agreement.

15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance**.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY BRYCER

BRYCER LLC.

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It provides a secure cloud environment in which third party contractors who inspect, test, and maintain fire protections systems, submit their reports via Brycer's web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at **www.thecomplianceengine.com** or **630-413-9511**

Collect. Connect. Comply.

Notable National Partners:

Los Angeles, CA
Chicago, IL
Phoenix, AZ
San Diego, CA
San Jose, CA
Austin, TX
Seattle, WA
Oklahoma City, OK
Albuquerque, NM
Kansas City, MO
Colorado Springs, CO
Raleigh, NC
Long Beach, CA
Wichita, KS
Corpus Christi, TX
Greensboro, NC
Laredo, TX
Boise, ID
Tacoma, WA
Iowa City, IA
Charleston, SC
Naperville, IL
Syracuse, NY
Scottsdale, AZ
Ft. Lauderdale, FL
State of Mississippi
State of Maryland
State of Nevada
State of Kansas

IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure the Fire Department goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the Fire Department, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

Implementation Tasks	Responsible Party	Completed
Send Main Contact Info (Name, Phone, Email, Title)	AHJ	☐
Send Copy of Department Logo	AHJ	☐
Send Copy of Electronic Signature	AHJ	☐
Send List of Top Inspection Companies	TCE	☐
Send Data Extraction of Properties (Address, Name, City, State, Postal, Contact Info, Systems)	TCE & AHJ	☐
Approve Notifications	AHJ	☐
Send AHJ Press Release	TCE	☐
Send ITM Letter	TCE	☐
Call Top ITMs	TCE	☐
Set AHJ Training Prior to Go Live	TCE	☐
Go Live	TCE & AHJ	☐

LIST OF SYSTEMS TCE TRACKS

System Type
Air Sampling System
Automatic Closing Fire Assemblies
Chemical Storage Room
Clean Agent
Commercial Kitchen Exhaust Cleaning
Emergency Power Battery / Unit Lighting
Emergency Power Generator
Emergency Responder Radio Coverage System
Fire Alarm
Fire Escape
Fire Pump
Foam System
Gas Detection Systems
Hood Suppression System
Leak Detection
Paint / Spray Booth Suppression
Pressure Reducing Valves (PRV's)
Private Fire Hydrant
Rental Property Inspection
Rescue Air System
Smoke Management Systems
Special Suppression System
Sprinkler System (Dry & Wet)
Standpipe
Water Monitor
Water Tank

POWERED BY BRYCER

Additional tracking for *backflow* and *elevator* available.

YOUR DEPARTMENT NAME
1234 STREET ADDRESS
CITYOF, XX 99999

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
EMAIL@COMPANY.COM

Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIP CODE

Dear Building Occupant/Owner:

In accordance with the **YOUR CODE**, our records indicate the **SYSTEM TYPE** is coming due for inspection by a licensed company and must be tested within the month of your renewal date which is **DATE.**

It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at **support@mybrycer.com**

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME
1234 STREET ADDRESS
CITYOF, XX 99999

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIP CODE

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **DATE**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **SYSTEM TYPE** inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at www.thecomplianceengine.com.
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at www.thecomplianceengine.com. **It is the contractor's responsibility to submit the documentation.**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at **630-413-9511** or via email at **support@mybrycer.com**

Sincerely Yours in Life Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME
1234 STREET ADDRESS
CITYOF, XX 99999

MONTH DAY, YEAR

System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIP CODE

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at **PREMISE ADDRESS** on **DATE** by **ITM COMPANY** revealed the violations listed below.

This notice is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

Requirement Letter to Fire Protection Contractors

Dear Service Provider,

The **AHJ Name** has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the **AHJ Name** electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The **AHJ Name** is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the **AHJ Name** will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the **AHJ Name's** jurisdiction are required to register and submit all test, inspection, and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under **AHJ Name** icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME
P.
E.

TCE OVERVIEW

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

Key Processes to Know: Check the TCE HELP Portal for Direction Visuals

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new-premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

(*CUSTOMIZED PER AHJ*)

- Automatic Fire Sprinkler
- Automatic Closing Fire Assemblies
- 5yr Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- Active Smoke Control
- Private Hydrant System
- Fire Pump
- Fire Escape
- Gas Detection System
- Paint/Spray Booth
- Emergency Generator
- Emergency Radio Responder Coverage System
- Special Suppression
- Portable Fire Extinguishers

PRICING MODEL

System Type	Price	Billing Frequency
5- Year Sprinkler System	$20.00	Per Submittal
Active Smoke Control System	$20.00	Per Submittal
Automatic Closing Fire Assemblies	$20.00	Per Submittal
Automatic Fire Sprinkler System	$20.00	Per Submittal
Commercial Kitchen Exhaust Cleaning	$20.00	Per Submittal
Commercial Kitchen Hood Suppression System	$20.00	Per Submittal
Emergency Generator	$20.00	Per Submittal
Emergency Radio Responder Coverage System	$20.00	Per Submittal
Fire Alarm	$20.00	Per Submittal
Fire Pump	$20.00	Per Submittal
Gas Detection System	$20.00	Per Submittal
Paint/Spray Booth	$20.00	Per Submittal
Private Hydrant System	$20.00	Per Submittal
Special Suppression System	$20.00	Per Submittal
Standpipe	$20.00	Per Submittal
Portable Fire Extinguishers	$10.00 - 20.00	Per Submittal

*****REPORTS SUBMITTED AFTER 30 DAYS FROM THE INSPECTION DATE WILL INCUR A $10.00 LATE FEE*****
*****REPORTS SUBMITTED AFTER 60 DAYS FROM THE INSPECTION DATE WILL INCUR A $15.00 LATE FEE*****
*****REPORTS SUBMITTED AFTER 90 DAYS FROM THE INSPECTION DATE WILL INCUR A $20.00 LATE FEE*****

*****Portable Fire Extinguishers Pricing*****
1-10 extinguishers = $10.00
11-25 extinguishers = $15.00
26+ extinguishers = $20.00

Business Model: There is no cost to the jurisdiction for implementation, annual or ongoing maintenance, licensing or other services offered by BRYCER. At no time will there be an invoice addressed to the jurisdiction for implementation of TCE. BRYCER's system for collecting and processing orders is simple, an Inspection company registers with TCE, which requires their payment card to be recorded and stored by our payment processing partner. We meet and exceed all PCI DSS standards. An inspection company submits a report to the jurisdiction at which point their payment card is billed at the agreed upon rate, frequency (e.g. per system, per building) and posted against the jurisdiction. The inspection company receives an email receipt along with an audit log of their transactions recorded in their custom site. The jurisdiction and the property Owner are never billed or required to make payments.

Extent of Fees: BRYCER charges the inspection companies on a per system, per building basis. However, TCE will accept submission of reports done on all frequencies (e.g. annually, semi-annually, quarterly, monthly, weekly and on a daily basis).

Revenue Share Option: BRYCER's revenue share option is a way for the jurisdiction to recover costs for administering your Bureau of Fire Prevention's fire and life safety compliance goals. BRYCER will collect all fees due and payable by third party inspectors, and remit the jurisdiction's remuneration on a quarterly basis via Check or ACH Direct Deposit Transfer.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY BRYCER

BACKFLOW COMPLIANCE PROGRAM

BRYCER LLC.

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

BRYCER

THE COMPLIANCE ENGINE

THE COMPLIANCE ENGINE

POWERED BY BRYCER

The Compliance Engine is a simple, internet-based tool for Water Purveyors to track and drive code compliance and provide a safer community. It provides a secure cloud environment in which third-party testing companies that test, and maintain backflow assemblies, submit their results via Brycer's web portal direct to the code official, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain devices. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in each jurisdiction. The result is a comprehensive and accurate aggregation of data around which buildings have what types of assemblies, when they were last tested, and if there are any open deficiencies that could jeopardize their success in the event of an incident. With The Compliance Engine, Water Purveyors will be better equipped to do more with less in their mission to drive 100% code compliance with national, state, and local adopted codes.

At ***NO COST*** to you, BRYCER will:

Process, print, & mail all renewal, overdue, & deficiency notifications for the city

Notifications are sent via email and U.S mail and are completely customizable to the Water Purveyor (letterhead, logo, verbiage, signature, etc.). We can handle all returned mail, do the 'digging' on who the correct contact is and make sure the appropriate contact is notified. In your database within TCE, all notifications will be stored and populated for your access and convenience. Our data proves that our notifications drive testing & repair activity by up to 63%.

Contact property owners by phone if notification fails to generate the submitted test report

This service is unmatched in our industry. Once a backflow assembly gets to a certain point pastdue for its annual test, a Brycer representative will make phone calls to contact your water customers. Individual calls are logged, stored, and populated in your database within TCE, alongwith notes on that specific call. Phone calls reach an additional proportion of customers you otherwise wouldn't and increase compliance within your jurisdiction while saving you time and resources.

4355 Weaver Parkway Suite 230
Warrenville, IL 60555

+(630) 413 9511
www.thecomplianceengine.com

24/7/365 customer support to the Water Purveyor, testers, & properties

The Brycer team is available around the clock to accommodate the needs of youand your jurisdiction. Brycer representatives will address questions and concerns from you, thewater customers, and testers. This includes questions regarding our portal site, code specific questions as well as technical questions regarding things like the individual backflow assembly.

Training for Testers & Water Purveyor Administrators

We provide training for you as well as the testing companies on how to navigate and use The Compliance Engine. We will do as many training sessions as you need! And are always here fora helping hand if you have a question.

Data Import, Security, & Analytics

Your database in TCE to start will be comprised of your currently existing database and added inby the Brycer team. We can also add in data outside of your existing database, such as data discovered during inspections and surveys.

Your database will be stored in a secure cloud environment. Brycer carries cybersecurityinsurance to ensure your data is safe and protected.

BRYCER is a PCI DSS Level 1 Service Provider. Our policies and procedures are audited annually with an Annual Report on Compliance and an Annual Attestation of Compliance prepared by a Qualified Security Auditor. BRYCER also partnered with the largest credit card processing firm in the country.

We provide all our customers with analytical tools that give you real time data on what compliance looks like within your jurisdiction. We also provide customized analytical reports forour Water Purveyor customers.

IMPLEMENTATION TASK LIST

TCE will do the majority of the work to ensure your Water Purveyor goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the Water Purveyor, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

Implementation Tasks	Responsible Party	Completed
Send Main Contact Info (Name, Phone, Email, Title)	Water Purveyor	☐
Send Copy of Department Logo	Water Purveyor	☐
Send Copy of Electronic Signature	Water Purveyor	☐
Send List of Top Testing Companies	Water Purveyor	☐
Send Data Extraction of Properties (Address, Name, City, State, Postal, Contact Info, Systems)	TCE & Water Purveyor	☐
Approve Notifications	Water Purveyor	☐
Send Press Release	TCE	☐
Send Letter to Testing Companies	TCE	☐
Call Top Testing Companies	TCE	☐
Set Water Purveyor Training Prior to Go Live	TCE	☐
Go Live	TCE & Water Purveyor	☐

Renewal Notification Template

Name of Water Purveyor
Street Address
City, State, Zip Code

Department Logo

Backflow- Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

In accordance with the **(YOUR CODE),** our records indicate the **BACKFLOW ASSEMBLY(S)** are coming due for TEST by a licensed company and must be tested within the month of your renewal date which is **DATE**

It is the responsibility and requirement of the testing company testing your backflow assembly(s) to submit all test reports to us via the web at **www.thecomplianceengine.com.**The backflow prevention assembly(s) information if available is below.

Renewal/Anniversary Date	Hazard ID	Serial #	Manufacturer	Model	Size	Location

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at **support@mybrycer.com**

Sincerely,

Digital Signature

Name
Title
Department

NID ### IRN ####

Overdue Notification Template

Water Purveyor Name
Street Address
City, State, Zip Code

Department Logo

Backflow- Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
EMAIL@COMPANY.COM

Month/Day/Year

Premises Location
Address
City, State Zip Code

Dear Building Occupant/Owner:

Our records indicate the **BACKFLOW ASSEMBLY(S)** is now overdue and was to be tested within the month of your renewal date which was **DATE**. In order to avoid penalties, as provided by law for such violations, you must take immediate action. The backflow prevention assembly(s) information if available are below.

Renewal/Anniversary Date	Hazard ID	Serial #	Manufacturer	Model	Size	Location

Actions Required:

1. Have your **BACKFLOW ASSEMBLY(S)** inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at www.thecomplianceengine.com.
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at www.thecomplianceengine.com. It is the contractor's responsibility to submit the documentation.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely,

Digital Signature

Name
Title
Department

NID ### IRN ####

Deficiency Notification Template

Water Purveyor Name
Street Address
City, State, Zip Code

Department Logo

Backflow- Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

Month/Day/Year

Premises Location
Address
City, State Zip Code

A recent test of your **backflow prevention assembly**, at **property address** on **month/date/year** by **(Testing Company)** revealed the violations listed below.

This is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection on **(30 days from date of letter)** may make you liable for the penalties provided for by law for such violation(s) under the city's Building and Plumbing Codes.

Deficiency found during ITM service: Deficiency Description
Deficiency found during ITM service: Deficiency Description
Deficiency found during ITM service: Deficiency Description
Deficiency found during ITM service: Deficiency Description

If you have corrected all deficiencies, please have your contractor provide documentation of the repair & retest at www.thecomplianceengine.com.

Sincerely,

Digital Signature

Name
Title
Department

NID ### IRN ####

Water Purveyor Sample Requirement Letter to Contractors

Department Logo

Dear Service Provider,

The **AHJ NAME** has instituted a new process for service providers who test and repair backflow prevention assemblies. Effective **GO LIVE DATE** all compliant and non-compliant backflow prevention assembly test reports are required to be sent to the **AHJ NAME** electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The **AHJ NAME** is dedicated to delivering 100% compliance with our adopted plumbing code. This web-based service will aggregate, track, and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the **AHJ NAME** will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who test and repair backflow prevention assemblies within the **AHJ NAME** are required to register and submit all test and repair reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted plumbing code.

Benefits to you:

- Increases market opportunity and demand for your backflow prevention assembly testing services.
- Ensures all reports arrive, affording you the ability to track our department's follow up.
- Enhances maintenance revenue and timeliness of deficiency corrections.
- Improves customer retention with renewal notifications identifying you as company of record.
- Minimizes non licensed contractors from working in your market.

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under the **AHJ NAME** icon in The Compliance Engine. If you are a licensed backflow prevention assembly tester and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

Name
Title
Department
P.
E.

TCE OVERVIEW

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training.
- Complete account set up by entering all inspectors, inspector licenses, and company licenses.
- Add Users and company logo for brand awareness.

Key Processes to Know:

- Select correct template for each report submitted: L Form or S Form.
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- Check notifications icon to track sent out by the AHJ.
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- Submit a new premise when necessary. (If you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment.
- Create new users when necessary.
- Update credit card information.

RESOLUTION NO. 322.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 6, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for July $7,058.89 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: August 14, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: August 14, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of August 14, 2024

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Account Description	Fee Description	Account#	Qty	Local Share
		Total Local Shares Remitted:		**$7,058.89**
Amount paid to:	NYS Ag. & Markets for spay/neuter program			352.00
Amount paid to:	NYS Environmental Conservation			1,414.32
Amount paid to:	State Health Dept. For Marriage Licenses			225.00
Total State, County & Local Revenues:	**$9,050.21**	**Total Non-Local Revenues:**		**$1,991.32**

To the Supervisor:

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

Supervisor — Date — Town Clerk — Date

Town Clerk Monthly Report
July 01, 2024 - July 31, 2024

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	17	70.68
			Sub-Total:	**$70.68**
Dog Licensing	Exempt Dog	A2544	6	0.00
Dog Licensing	Female, Spayed	A2544	121	1,694.00
Dog Licensing	Female, Unspayed	A2544	13	221.00
Dog Licensing	Male, Neutered	A2544	138	1,932.00
Dog Licensing	Male, Unneutered	A2544	18	306.00
Dog Licensing	Replacement Tags	A2544	3	9.00
			Sub-Total:	**$4,162.00**
Ez pass	Ez Pass	A1255	2	50.00
			Sub-Total:	**$50.00**
Fireworks	Fire Works	A2545	1	100.00
			Sub-Total:	**$100.00**
Late Fees	Late Fee -Dog Renewal	A1550	54	540.00
			Sub-Total:	**$540.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	10	175.00
			Sub-Total:	**$175.00**
Misc	Impoundment Fees - Dogs	A1550	6	90.00
	Misc		6	402.21
			Sub-Total:	**$492.21**
MISC. FEES	Boarding - Dog		11	55.00
MISC. FEES	Certified Copies	A1255	64	640.00
			Sub-Total:	**$695.00**
PERMIT FEES	Garage Sale	A2590	91	455.00
			Sub-Total:	**$455.00**
Second Hand Dealers	Second Hand Dealers	A2545	1	250.00
			Sub-Total:	**$250.00**
Senior Discount	Senior Discount	A2544	70	-681.00
			Sub-Total:	**-$681.00**
Soliciting	Soliciting Hawking Peddler	A2545	4	600.00
			Sub-Total:	**$600.00**
Soliciting Hawking Peddler (Additional)	Soliciting Hawking Peddler (Additional)		1	150.00
			Sub-Total:	**$150.00**

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

SUPERIOR PRESS • 888-590-7998 JB-3920167

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

2953
29-7/213

DATE August 1, 2024

PAY TO THE ORDER OF Mollie Collins Supervisor $ 7058.89

Seven Thousand fifty eight and 89/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue July 2024

Diane McMahon
Town Clerk

Mobile Deposit Safe Details on back

[redacted]

Monthly Worksheet of Daily Work
July 2024

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
7/1/2024	$240.00	$30.00	$28.34	$1.66	$180.00	$14.00	$166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/2/2024	$490.00	$80.00	$75.58	$4.42	$320.00	$25.00	$295.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/3/2024	$438.07	$115.00	$107.92	$7.08	$192.00	$22.00	$170.00	$0.00	$0.00	$0.00	$16.07	$0.00	$0.00	$0.00	$0.00
7/5/2024	$721.00	$195.00	$181.35	$13.65	$331.00	$33.00	$298.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/8/2024	$525.00	$55.00	$51.96	$3.04	$260.00	$20.00	$240.00	$120.00	$67.50	$52.50	$0.00	$0.00	$0.00	$0.00	$0.00
7/9/2024	$395.00	$0.00	$0.00	$0.00	$170.00	$15.00	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
7/10/2024	$830.00	$5.00	$4.72	$0.28	$90.00	$8.00	$82.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
7/11/2024	$370.00	$25.00	$23.62	$1.38	$265.00	$28.00	$237.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/12/2024	$546.00	$75.00	$70.86	$4.14	$111.00	$11.00	$100.00	$80.00	$45.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/15/2024	$556.31	$110.00	$100.30	$9.70	$261.00	$29.00	$232.00	$0.00	$0.00	$0.00	$70.31	$0.00	$0.00	$25.00	$0.00
7/16/2024	$66.00	$5.00	$4.72	$0.28	$36.00	$6.00	$30.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/17/2024	$775.00	$595.00	$584.35	$10.65	$75.00	$7.00	$68.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/18/2024	$305.00	$30.00	$27.62	$2.38	$225.00	$19.00	$206.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/19/2024	$220.00	$110.00	$103.20	$6.80	$100.00	$14.00	$86.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/22/2024	$234.40	$5.00	$4.72	$0.28	$140.00	$10.00	$130.00	$0.00	$0.00	$0.00	$29.40	$0.00	$0.00	$0.00	$0.00
7/23/2024	$389.79	$0.00	$0.00	$0.00	$100.00	$9.00	$91.00	$0.00	$0.00	$0.00	$224.79	$0.00	$0.00	$0.00	$0.00
7/24/2024	$467.00	$10.00	$8.72	$1.28	$212.00	$21.00	$191.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/25/2024	$375.00	$0.00	$0.00	$0.00	$90.00	$6.00	$84.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/26/2024	$312.50	$30.00	$27.62	$2.38	$185.00	$15.00	$170.00	$0.00	$0.00	$0.00	$12.50	$0.00	$0.00	$0.00	$0.00
7/29/2024	$299.14	$0.00	$0.00	$0.00	$160.00	$12.00	$148.00	$40.00	$22.50	$17.50	$49.14	$0.00	$0.00	$0.00	$0.00
7/30/2024	$250.00	$0.00	$0.00	$0.00	$180.00	$15.00	$165.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7/31/2024	$245.00	$10.00	$8.72	$1.28	$150.00	$13.00	$137.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by dmm 7/31/2024	**$9,050.21**	$1,485.00	**$1,414.32**	**$70.68**	$3,833.00	**$352.00**	**$3,481.00**	$400.00	**$225.00**	**$175.00**	**$402.21**	**$0.00**	**$0.00**	**$50.00**	**$0.00**

RESOLUTION 323.24

CERTIFICATION OF A SECTION 211 APPLICATION

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 7, 2024

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: To certify that information provided on Section 211 are true and correct, to the best of the Board's knowledge, and that they have determined that the applicable criteria prescribed for approval under section 211 have been satisfied and appropriate documentation has been provided

TOWN BOARD MEETING: August 14, 2024

Background Information: Project Coordinator at the Senior Center was appointed to an individual as a part-time position within the Town. Due to increased hours required by the Project Coordinator after the Senior Center became short-staffed at the beginning of the summer, this individual, who is currently collecting retirement from New York State, is in danger of exceeding the earnings limitation for the 2024 calendar year ($35,000). In order for the current Project Coordinator to maintain employment within the Town, while still being able to collect retirement, the Town will need to file a Section 211 application for approval.

Attachment/Document(s): Section 211 application(confidential personnel)

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 324.24

CALL FOR BIDS FOR FIRE HYDRANTS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

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

FIRE HYDRANTS

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

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

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

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 7, 2024

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Requesting Bids for Fire Hydrants

TOWN BOARD MEETING: August 14, 2024

Background Information: Replacement of inventory

Evaluation/Analysis: Pursuant to Town Standard Specifications.

Recommendation(s): Bid Fire Hydrants to be opened on August 30, 2024, at 1100 am, with the intent to award at the September 11, 2024 Town Board Meeting.

Attachment/Document(s): Bid packet with specifications for Fire Hydrants

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

Fire Hydrants

Bid Opening:

Tuesday September 3, 2024

@ 11:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Fire Hydrants

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

NOTE: Questions should be submitted in writing to Matt Lupi mlupi@rotterdamny.org or James Keith, Senior Building Inspector at jkeith@rotterdamny.org, or by calling 518-355-7575 Ext. 395.

Town of Rotterdam

Detailed Specifications:

FIRE HYDRANTS, VALVES AND ACCESSORIES

FIRE HYDRANTS, FLAGS, AND VALVES	QTY	UNIT COST	DEL. COST	TOTAL COST
Waterous Pacer WB 67-250	10			
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
NH/NST				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with Blue Caps				
AWWA C-111/502, FM/UL Approved				
Waterous Pacer WB 67-250	5			
1 Pumper Nozzle 4" W/Storz				
Hose Connection - 2 – 2 ½" w/2.5" 5-sided nut				
Double Higsbee				
5-6 Bury				
Open Right w/2.5" 5-sided nut				
5 ¼ Main Valve				
MJ w/accessories and stainless-steel bolts				
Red with White Caps				
AWWA C-111/502, FM/UL Approved				

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **11:00 a.m. on September 3, 2024**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. September 3, 2024** will be opened in person at that time, and electronically via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the

department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

RESOLUTION NO. 325.24

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

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 factual findings contained in the report on personnel matter 02142024.

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 326.24

REQUEST FOR PROPOSALS (RFP) FOR NATURAL RESOURCES INVENTORY PROFESSIONAL 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 call for proposals for Natural Resources Inventory Professional Services.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

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

NATURAL RESOURCES INVENTORY PROFESSIONAL SERVICES

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

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

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

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 6, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Bruce Bonacquist, On Behalf of the Town of Rotterdam Conservation Advisory Council
TITLE OF REQUEST:	Natural Resources Inventory (NRI) Request for Proposals
TOWN BOARD MEETING:	August 14, 2024
Background Information:	In December 2022, the Town Board adopted a Comprehensive Plan. The Plan recommends, in part, "the development of a Natural Resources Inventory." the purpose of which is to "provide factual and scientific based information for decision making in Town."
Evaluation/Analysis:	The NRI can be used to accomplish multiple Comprehensive Plan recommendations. The NRI will also assist the Town Board, Planning Commission, Zoning Board of Appeals, Town departments and committees, landowners, businesses, and residents with implementation of the Comprehensive Plan. An NRI is an important tool for local land use planning and management, policy making, and regulatory decisions. The estimated cost of a NRI is approximately $40,000 to $50,000. This cost can be covered in the existing 2024 Planning Budget.
Recommendation(s):	The Town of Rotterdam Conservation Advisory Council respectfully requests that the Town Board authorize the issuance of a Request for Proposals for a Natural Resources Inventory. Dates will be incorporated once approval has been granted.
Attachment/Documents:	NRI – Supporting Memorandum Natural Resources Inventory Request For Proposals
Compliance with Purchasing Policy:	YES; RFP has been reviewed by the Town Comptroller
Effect(s) on Existing Law(s):	None

LEGISLATION WILL BE PREPARED BY: N/A

TOWN OF ROTTERDAM, NEW YORK
1100 SUNRISE BOULEVARD
SCHENECTADY, NEW YORK 12306

"NATURAL RESOURCES INVENTORY"

PROPOSAL DUE DATE: MONDAY, SEPTEMBER 23, 2024 @ 10:00 A.M. (PREVAILING TIME)

NOTICE OF REQUEST FOR PROFESSIONAL SERVICES PROPOSALS

The Town of Rotterdam, New York (The Town) is seeking proposals from qualified firms to provide the above referenced service. The Town seeks to purchase excellent, affordable, quality service(s).

A formal Request for Proposals ("RFP") will be available on **Friday August 16, 2024**, on the New York's Capital Region Purchasing Group website link at www.govbids.com/scripts/crpg/public/home1.asp. Specific requirements are provided in the RFP.

The respondent's qualifications, cost, and compliance with the requirements will be used during the evaluation of the respondent selection.

The response to this Request for Proposal must be received **no later than Monday, September 23, 2024 @ 10:00 A.M. (prevailing time), by Diane Marco, Town Clerk**. Proposals received after that date and time will be rejected.

The Town reserves the right to reject any or all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.

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SECTION I: INTRODUCTION

The Town of Rotterdam, New York (The Town) hereby solicits sealed proposals from respondents to provide The Town with a **NATURAL RESOURCES INVENTORY (NRI)**.

The purpose of this Request for Professional Services Proposal (RFP) is to select a firm to provide the service that will best satisfy the current and future requirements of The Town.

Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the respondent.

SECTION II: DESCRIPTION OF THE TOWN OF ROTTERDAM, NY

The Town of Rotterdam, NY is in Schenectady County, and lies along the southwest bank of the Mohawk River. The New York State Thruway (I-90) passes through the Town, along with the Mohawk-Hudson Bike-Hike Trail.

The Town is comprised of 36.45 square miles, and has a population of 30,523 (2020 census). The bulk of the population and developed areas lie to the east of the Delaware & Hudson Railway Co. rail line.

The area west of the rail line is primarily rural, and includes two small population centers; the hamlets of Rotterdam Junction and Pattersonville. This area includes the Plotter Kill Nature Preserve and the Moccasin Kill Sanctuary.

The Town is also home to the Schenectady Aquifer, which is the principle water supply for the Town and surrounding communities. The aquifer lies within a designated Aquifer Overlay District.

SECTION III: SCOPE OF SERVICES

Services are for the preparation of a Natural Resources Inventory (NRI). This NRI will be prepared in cooperation with the Town of Rotterdam Conservation Advisory Council (RCAC) and The Town Planning/Zoning Department. The ***Town of Kent, New York, Natural Resources Inventory***, dated 2023, is to serve as a template for the format and detail required by the Town of Rotterdam. A copy of the Town of Kent NRI can be accessed at the following link; https://wisteria-synthesizer-4fjp.squarespace.com/maps-reports#Natural-Resource-Inventories

The purpose of the NRI is to assist the Town Board, the Town Planning Commission, The Town Zoning Board of Appeals, various Town departments and committees, landowners, businesses, and residents with implementation of the Town's Comprehensive Plan; and for local land use planning and management, policy making, and regulatory decisions.

The NRI will identify important resources in the Town, describe their significance to ecosystems and the human community, and provide recommendations for conservation.

The following topics must be included in the NRI;

1. Physical Setting
   - Topography
   - Geology – bedrock, surface material, soils
   - Watersheds

2. Natural Resources
   - Mineral
   - Water – aquifer, groundwater, streams and water bodies, the Mohawk River, wetland and upland habitats, uses and quality
   - Biological – habitats, plants, animals, areas of conservation concern
   - Farmlands
   - Historic, scenic vistas and recreational

3. Historical and Present-Day Uses of Natural Resources
   - Early settlements
   - Current industries and agriculture

4. Threats to Natural Resources
   - Climate change
   - Water – groundwater and surface water
   - Biological – habitat loss and degradation, invasive species, impacts on recreation
   - Agriculture, farmland and scenic vistas

5. Conservation of Natural Resources
   - Water
   - Biological
   - Farmlands
   - Historic, recreational and scenic vistas

6. Existing Protections for Natural Resources
    - Protected lands
    - Regulatory

7. Achieving Conservation Goals
    - Tools
    - Partners
    - Recommendations for conservation action

The NRI must include;

- A series of maps and tables depicting important natural resources
- Descriptions and analysis of the landscape features of conservation concern
- Known and anticipated threats to important resources
- Other available means and tools for conservation
- Other organizations, agencies, and individuals to serve as conservation partners
- Recommendations for protecting important resources and methods to maintain ecosystem integrity and promote resilient landscapes in a changing environment through both voluntary and regulatory actions

SECTION IV: DELIVERABLES

- Up to four meetings (in person or remote) with Town staff & the RCAC during preparation of the NRI
- Up to four color drafts of the NRI for review by Town staff & the RCAC
- One presentation (in person) to Town staff, the RCAC and the public during preparation of the NRI
- Final color NRI in PDF format
- 20 printed and bound color copies of the NRI
- One public presentation (in person) at a Town Board meeting after publication of the NRI
- Two implementation workshops (in person or remote) with Town staff and the RCAC after publication of the NRI to assist with the direction of future conservation efforts

SECTION V: RFP SUBMISSION REQUIREMENTS & MATERIAL

- Copy of most recent NRI (or link to PDF) & the number of municipal NRI's completed in the previous five years
- List of staff, and a description of their expertise, who will work on the NRI
- Timeline once the contract has been awarded

- Work plan to complete the NRI
- Any assistance that can be provided to The Town to secure grants and other funding sources
- Three municipal references
- Fee structure and payment schedule

SECTION VI: PROPOSAL EVALUATION

A. Evaluation of Proposals

- A committee composed of members of the Town Conservation Advisory Council (RCAC), employee(s) of the Town Planning/Zoning Department and the Town Board member RCAC liaison(s) will evaluate each proposal submitted, and make a recommendation to The Town Board.

- Each proposal will be evaluated according to the aforementioned criteria.

- Finalist may be required to provide an oral presentation to The Town Board

B. Evaluation Criteria

Evaluation criteria have been established to assist The Town in determining which respondent will provide the best-suited, quality service(s), which most nearly satisfies the requirements of The Town. The evaluation will be made taking the following criteria into consideration:

	POINTS
• NRI preparation experience and example of a completed NRI	15
• Comprehensive work plan with inclusion of all required topics	20
• Oral interview	15
• Staff and related expertise	15
• References	20
• Fees & fee schedule	15

C. Final Selection

The final selection will be made on the basis of The Town's determination of the respondent's overall ability to provide and manage the current and future service needs for The Town.

SECTION VII: RFP SCHEDULE

The anticipated schedule of key events with regard to this proposal process is as follows:

▪ RFP issued	8/16/2024
▪ Clarification no later than	9/16/2024
▪ RFP Due Date	9/23/2024
▪ Board Award	10/9/2024

Note: The Town reserves the right to revise these dates.

SECTION VIII: GENERAL PROVISIONS

- Request(s) for Content Clarification
  If discrepancies or omissions are found by a respondent, or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be made to Peter Comenzo, Planning/Zoning Department, via US mail, or by e-mail at pcomenzo@rotterdamny.org Said request must be received by Mr. Comenzo **at least 20 business days** prior to the RFP due date.

- Request for Proposal Submission
  All submission requirements and material identified in Section V must be submitted by the due date.

  Please note that six (6) paper, hard copy sets (original and five (5) copies) of the respondent's proposal, in its entirety, should be returned with the respondent's submittal. Each should be marked as either the "original" or "copy". Further, one (1) additional copy is to be submitted electronically.

  The proposal must be signed by a person authorized to legally bind the entity submitting the proposal, enclosed in a sealed envelope or package **clearly marked on the exterior** with **"NATURAL RESOURCES INVENTORY"**, and be received by mail or hand delivered to the Town Clerk at the address shown below. Any proposal received after the stated time will be returned unopened.

Proposals are to be delivered to:

TOWN OF ROTTERDAM
C/O DIANE MARCO
TOWN CLERK
1100 SUNRISE BOULEVARD
SCHENECTADY, NEW YORK 12306

- Damaged/Illegible Proposals
  The Town is not responsible for any proposal or portion of a proposal submittal that has been damaged or destroyed while in transit. Respondents should take the necessary precautions to ensure that their submittal is received intact. Illegible proposals or documents will be rejected.

- Late Proposals
  All proposals will be dated and time stamped with the official time upon receipt. Proposals received by The Town after the submittal deadline shall be rejected. The Town is not responsible for lateness of mail, carrier, etc. and the date/time stamp shall be utilized in all cases to determine the official time of receipt.

- Altering Proposals
  Proposals cannot be altered or amended after submittal deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the authorized signer of the proposal, guaranteeing authenticity.

- Exclusion
  No oral, telegraphic, telephonic, electronic or faxed proposals will be considered.

- Rights to Accept or Reject
  It is understood that The Town reserves the right to accept or reject any/all proposals for any/all services covered in this RFP. It is further understood that the Town reserves the right to waive irregularities or technical deficiencies that in the judgment of The Town, best meet the requirements.

- Please include this signature page with proposal submission acknowledging receipt of the Town of Rotterdam's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a proposal, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic

violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
    - Sabotaging an individual’s work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected

prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

NRI - SUPPORTING MEMORANDUM

TO: Rotterdam Town Board
Town Planning/Zoning Department
FROM: Town of Rotterdam Conservation Advisory Council
DATE: July 26, 2024
RE: Natural Resource Inventory Request for Proposals

In accordance with the Town's Comprehensive Plan, The Town of Rotterdam Conservation Advisory Council (RCAC) respectfully requests that the Town Board authorize the issuance of the attached Request for Proposals (RFP) for a Natural Resources Inventory (NRI). The RFP is to be issued by the RCAC, in cooperation with the Town Planning/Zoning Department. Dates will be incorporated once approval has been granted.

Purpose

In December 2022, the Rotterdam Town Board adopted a Comprehensive Plan (Plan).

The Plan contains multiple recommendations, including "the development of a Natural Resources Inventory" (NRI), the purpose of which is to "provide factual and scientific based information for decision making in Town."

A NRI will assist the Rotterdam Town Board, the Planning Commission, Zoning Board of Appeals, and various Town departments and committees, landowners, businesses, and residents with Plan implementation. It will be a useful tool for future decisions regarding local land use planning and management, policy making, and regulatory decisions.

The NRI can also be used to help accomplish the following additional Plan recommendations:

1) "Create an open space plan for the Town of Rotterdam to develop a plan of action to protect and preserve open space, agricultural lands and environmentally significant areas of Town."
2) "Protect the Town's unique plants, animals and habitats, particularly in the western upland and rural areas of Town."
3) "Encourage smart growth principles in development and redevelopment projects to protect natural resources while supporting economic growth of the Town."

4) “Position the Town of Rotterdam to be prepared and resilient in the face of climate change. Plan ahead for more frequent extreme weather events, particularly for flood prone areas along the Mohawk River corridor, by conducting a climate vulnerability assessment.”

Background

The RCAC became aware of the need for a NRI while assisting the Town Energy Advisory Committee with development of a new Solar Energy Facilities Law.

The RCAC then conducted discussions concerning NRI development for Rotterdam with the Town of Niskayuna Conservation Advisory Council, the Schenectady County Soil & Water Conservation District, and Hudsonia, Ltd. Hudsonia, Ltd is a local not-for-profit that specializes in environmental research and planning.

Based on these discussions, and a review of recently completed NRI’s, it was determined that the material included in the Town of Kent’s recently completed NRI would best serve Rotterdam’s needs. The Town of Kent NRI cost approximately $40,000 to $50,000 to develop. The RCAC then developed the attached RFP.

The draft RFP has been reviewed by the Town Planning/Zoning Department, Chairs of both the Planning Commission & Zoning Board of Appeals, and the Town Comptroller. Suggestions and recommendations by each have been incorporated into the RFP. The RFP was also vetted by the Town Board RCAC liaisons.

BOND RESOLUTION NO. 327.24
(SUBJECT TO PERMISSIVE REFERENDUM)

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

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

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION 327.24 DATED AUGUST 14, 2024

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

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

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

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

THEREFORE, UPON MOTION OF Councilmember _____, seconded by Councilmember _____,

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

Section 1. The acquisition of a parcel of land of approximately 3.67 acres located at 369 Duanesburg Road in and for the Town of Rotterdam, Schenectady County, New York, and the construction thereon of a new Police/Court building, including original furnishings, equipment, machinery, apparatus, appurtenances, site work (including demolition of existing

building) and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $28,500,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The resolution was thereupon declared duly adopted.

* * * * * *

CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

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

_____
Town Clerk

(CORPORATE SEAL)

NOTICE OF ADOPTION OF RESOLUTION

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

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

/s/ Diane M. Marco
Town Clerk

BOND RESOLUTION NO. 327.24 DATED AUGUST 14, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF POSTING

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

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

That on the _____ day of August, 2024, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Adoption of a bond resolution adopted by the Town Board of said Town on the 14th day of August, 2024.

A true and correct copy of such Notice of Adoption is attached hereto.

_____
Town Clerk

Sworn to before me this ____ day
of August, 2024.

_____
Notary Public

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 8, 2024

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Senior Planner

TITLE OF REQUEST: Authorization of the issuance of $28,500,000 in Bonds for improvements for the purchase of 369 Duanesburg Road and the construction of a new Town Court and Police Facility.

TOWN BOARD MEETING: August 14, 2024

Background Information: The Town of Rotterdam contracted with Barton and Lojudice to conduct a feasibility study to analyze options for necessary improvements to the existing court and police facility which has many deficiencies and is past its useful life. The Town Board determined that the construction of a new facility would best meet the needs of the Town.

Evaluation/Analysis: An authorization $28,500,000 in bonds is necessary to proceed forward with the construction of a new Town Court and Police Facility.

Recommendation(s): Adoption of a bond resolution for $28,500,000 in bonds for the construction of a new Town Court and Police Facility.

Attachment/Document(s): Certified affidavits and legal notices as posted by the Town Clerk.

Compliance with Purchasing Policy: Project to be bid

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 328.24

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of Accountant, a position in the competitive class of the civil service, as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 12, 2024

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Accountant

TOWN BOARD MEETING: August 14, 2024

Background Information: There is an overflow of accounting related work that exists in the Comptroller's Office. The addition of a full-time Accountant will help with the completion of ongoing responsibilities.

Evaluation/Analysis: The Town hired a Confidential Assistant to the Comptroller that just resigned from the Town in order to work closer to home. The Comptroller's office would benefit more with an experienced accountant to help with various gaps of work in the department as opposed to hiring a replacement for the Confidential Assistant to the Comptroller which is more specific to Comptroller related role.

Recommendation(s): Establish the position of Accountant within the Town of Rotterdam.

Attachment/Document(s): Civil Service minutes from March 15, 2022 approving the position, and job description.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
March 15, 2022

Present:

Judy Dagostino, Chair of the Civil Service Commission
B. Donald Ackerman, Commissioner
Richard Nebolini, Commissioner
Joe McQueen, Secretary to the Civil Service Commission
Barbara Leonard, Personnel Technician
Julie Biittig, Supervising Personnel Assistant

Chairperson Dagostino called the roll at 1:00. Commissioner Ackerman and Commissioner Nebolini attended in person. Chairperson Dagostino attended by phone.

There were no comments during Privilege of the Floor for the Public Hearing.

There were no comments during Privilege of the Floor for the Agenda.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the minutes of February 15, 2022.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the Report of Personnel Actions (attached).

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to establish the following titles, based on New Position Duty Statements:

Position	Jurisdiction	Class
Accountant	Town of Rotterdam	Competitive
Cleaner (10)	Schalmont School District	Non-Competitive
Deputy Comptroller	Town of Rotterdam	Competitive
Deputy County Clerk	County-Co. Clerk	Exempt*
Executive Director of the Library System	County-Public Library	Exempt*
Food Service Helper (10)	Schalmont School District	Labor
Licensed Practical Nurse (5)	Schalmont School District	Non-Competitive
Police Officer (2)	Town of Glenville	Competitive
Public Health Specialist	County – Public Health	Competitive
School Bus Driver Trainee (10)	Schalmont School District	Non-Competitive*
School Monitor (10)	Schalmont School District	Non-Competitive
School Secretary	Duanesburg School District	Competitive
Technical Resource Officer	County – Sheriff	Competitive

*pending class

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following new job specifications:

Title	Requested by:
School Bus Driver Trainee	Schalmont School District

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to revise the following new job specifications:

Title	Requested by:
Assistant Comptroller	County - Glendale
Assistant Manager of Data and Information	Schenectady City School District
Deputy Comptroller	Town of Rotterdam
Director of Programs for Children with Special Needs	County – Public Health CWSN
Licensed Practical Nurse	County – Civil Service
Manager of Support Services	County - IS
School Secretary	Duanesburg School District
Technical Resource Officer	County - Sheriff

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the transfer of Anthony Simmons from Niskayuna Central School District to the Schenectady City School District as a Custodian.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the request from the Supervisor, Town of Rotterdam, to promote James Keith to the position of Senior Building Inspector (Town) in accordance with Section 52.7 of Civil Service law, and Rule XII.8 of Schenectady County.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the request from the Nursing Home Administrator, Schenectady County, to change the residency requirement for the position of Facilities Supervisor at Glendale Nursing Home to residents of New York State.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the transfer of Shuayb Banks from the City of Albany Police Department to the Schenectady Police Department as Police Officer.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously agreed to promote Colleen Davignon to the position of Information Processing Specialist IV in accordance with Section 52.7 of Civil Service law, and Rule XII.8 of Schenectady County.

Mr. Nebolini moved, and Mr. Ackerman seconded, and Commission unanimously voted to approve the request to promote James DiDonna to the position of Senior Working Team Leader-Mechanic in accordance with Section 52.7 of Civil Service law, and Rule XII.8 of Schenectady County.

The next regularly scheduled meeting will be Tuesday, April 19, 2022 at 1:00 pm.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adjourn the meeting.

Respectfully Submitted,

Joe McQueen
Secretary of the Civil Service Commission

By:

Barbara Leonard
Personnel Technician

ELIGIBLE LISTS EXPIRED IN FACE OF NEW LIST:

None

The following Eligible Lists were established for four years:

76-139 Human Resources Assistant (City Schools)
PROM Passed: 1 Failed: 0
Established on 03/03/22

60-462 Human Resources Assistant (Nisk Schools)
OC Passed: 5 Failed: 1
Established on 03/03/22

There was no Eligible List established for the following:

None

THE FOLLOWING ELIGIBLE LISTS WILL EXPIRE:

EXAM # TITLE	DUE TO EXP.
61-175 Environmental Programs Manager (Co Eng) 4 years old	04/17/22
66-416 Fuel Assistance Worker (Co. DSS) 4 years old	04/17/22
62-455 Human Resources Specialist (City Sch) 4 years old	04/17/22
77-728 UCC Deputy Director (Co UCC) 4 years old	04/17/22
72-907 Water and Sewer Maint Supervisor (City) 4 years old	04/17/22

ACCOUNTANT

DISTINGUISHING FEATURES OF THE CLASS: This position involves responsibility for independently maintaining a system of accounts in proper balance according to a legally prescribed system of accounts and for furnishing dependable financial statements and reports. The work may also involve the analysis and revision of accounting forms practices and procedures. The work is performed under general supervision with considerable leeway allowed for the exercise of independent judgment in accounting matters. Supervision may be exercised over the work of clerical assistants. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

- Maintains general ledger control accounts which include capital improvement and operating accounts;
- Supervises subordinates maintaining subsidiary records;
- Prepares trial balances of general ledger accounts;
- Prepares journal entries;
- Advises supervisors regarding appropriate balances and fund transfers, trial balances, and reconciliation of bank statements and accounts;
- Keeps informed of economic trends and advises responsible officials regarding financial planning and investments;
- Prepares a variety of tax, financial and statistical reports and analyses to comply with State and Federal requirements and to provide pertinent information for decision making;
- Develops and implements new accounting procedures and systems in order to provide a clear audit trail of financial transactions;
- Prepares with assistance and advice, development and operating budgets;
- Reviews and audits accounts payable, purchase orders, payroll and other accounting records and transactions;
- Prepares accounts for year-end closing;
- Performs accounting work related to federal, state or agency grant funding including maintaining records, claiming and fiscal portion of applications;
- Prepares comparative and analytical statements of operations;
- Assists in the installation of accounting forms and records in accordance with a prescribed system of accounts;
- Develops and maintains data processing programs in relation to accounting functions;
- Performs a wide variety of related duties as required.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of general and governmental accounting principles and practices; good knowledge of financial administration including budgeting and reporting; working knowledge of office terminology, practices, and procedures; working knowledge of trends and current developments in the field of accounting; working

knowledge of computerized application of accounting systems, both mainframe and personal computers; ability to develop and maintain accounting systems including developing and maintaining complex financial spreadsheets; ability to plan and analyze complex financial and statistical records, reports, and statements; ability to prepare and present complex oral and written reports clearly and concisely; ability to supervise the work of others; ability to operate a personal computer and Local Area Network; ability to perform detailed work involving visual effort and strain.

MINIMUM QUALIFICATIONS:

(A) Graduation from a regionally accredited or New York State Registered college or university with a Master's Degree in Accounting; OR

(B) Graduation from a regionally accredited or New York State Registered four year college or university with a Bachelor's Degree in Accounting and one year of experience in accounting, auditing, municipal budgeting, financial grant management which shall have included tracking program expenses, claims preparation and accounts; OR

(C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

NOTE: The essential functions of this job are determined by the department/jurisdiction where the job is located.

Revised
CSC 10/12/93
Revised for the ADA, 1991
Revised
CSC 12/9/97
CSC 02/15/05
CSC 03/20/07
CSC 06/21/16

JC: Competitive F/T, Non-Competitive P/T-ALL

RESOLUTION NO. 329.24

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to extend the Memorandum of Agreement with the Town of Guilderland, for the sale of emergency and permanent water, with no pauses in service and with all rates remaining the same according to the agreement, until October 14, 2024.

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 13, 2024

TO: Town Board

FROM: Mollie A. Collins, Supervisor MC

TITLE OF REQUEST: Authorize the Supervisor to enter into an agreement with the Town of Guilderland, Guilderland Town Hall, 5209 Western Turnpike, Guilderland, NY 12084 to extend the Water Agreement.

TOWN BOARD MEETING: August 14, 2024

Background Information: Currently we have a agreement with the Town of Guilderland for the sale of water. That agreement was for five (5) years and ends August 14, 2024. The Town of Rotterdam is currently in negotiations with the Town of Guilderland to design a new agreement that will benefit both communities.

Evaluation/Analysis: The Town of Rotterdam strives to be a "good neighbor" to all communities that it boarders and desires to continue to work with the Town of Guilderland to reach a mutually beneficial agreement. This agreement will extend the original agreement for two (2) months.

Recommendation(s): Authorize the Supervisor to enter into an Agreement with the Town of Guilderland for the sale of water.

Attachment/Document(s): Original agreement, resolution and legislative review. Letter extending original agreement for two (2) months

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext.326 • Fax: 518-355-7976 • Website: www.rotterdamny.org

August 13, 2024

Mr. Peter Barber, Supervisor
Guilderland Town Hall
5209 Western Turnpike
Guilderland, NY 12084

RE: Water Agreement - Town of Guilderland/Town of Rotterdam

Dear Supervisor Barber,

I am writing to you concerning the agreement between the Town of Guilderland and the Town of Rotterdam for the sale of water. Members of your staff and ours have met to discuss potential changes to the Agreement that would better suit the needs of both municipalities. Since we are in the early stages of those discussions, the Town of Rotterdam would like to continue the previous contract for two months, August 14, 2024 through October 14, 2024. During this period all rates would remain the same according to the previous contract.

The Town of Rotterdam strives to be a "good neighbor" to all municipalities that it borders and we hope to work with the Town of Guilderland to approve a mutually acceptable Agreement. My telephone number is (518)355-7575 Ext. 326 and my email is mcollins@rotterdamny.org. I look forward to hearing from you.

Sincerely,

Mollie A. Collins

Mollie A. Collins, Supervisor
Town of Rotterdam

cc: C.J. Dodson, Deputy Supervisor
Courtney Heinel, Town Attorney

Re: Water Contract

Peter G. Barber <barberp@togny.org>

Tue 8/13/2024 3:42 PM

To:Mollie Collins <mcollins@rotterdamny.org>
Cc:Charles Jack Dodson <cjdodson@rotterdamny.org>;Courtney E. Heinel <CHeinel@rwgmlaw.com>;Ronald Schlag <RSchlag@rotterdamny.org>;Joseph Mastroianni <jcmastroianni@rotterdamny.org>

Hi Supervisor Collins:

Upon behalf of the Town of Guilderland, I agree with continuing the current contract through October 14, 2024. We look forward to continuing our discussions in the near future.

Thank you.

Peter G. Barber
Supervisor, Town of Guilderland
Town Hall
PO Box 339, 5209 Western Turnpike
Guilderland, NY 12084
Phone: 518-356-1980
Fax: 518-356-5514
barberp@togny.org

On Tue, Aug 13, 2024 at 3:39 PM Mollie Collins <mcollins@rotterdamny.org> wrote:

> Hello Supervisor Barber,
> Pursuant to our phone conversation today, I am attaching my letter concerning the Rotterdam/Guilderland Water Contract. We have started negotiations but are not at the final stage. The Town of Rotterdam would like to continue the current contract for two (2) months, from August 14, 2024 to October 14, 2024, with no changes to the rates. I look forward to your consideration in this matter.
>
> Thank you,
> Mollie A. Collins, Supervisor

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

Moved on Consent

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York on Wednesday, July 31, 2019 at 6:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 229.19

THEREFORE, UPON MOTION OF Councilmember CHRISTOU, seconded by Councilmember MILLER-HERRERA,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the Supervisor to enter into a Memorandum of Agreement with the Town of Guilderland for the sale of water for Emergency and Permanent Water Supply.

SECTION 2. This resolution shall become effective July 31, 2019.

DATED: July 31, 2019

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motions were made by the Town Board of the Town of Rotterdam on July 31, 2019 and that the foregoing is a true and correct transcript of the original motions and of the whole thereof and that said motions are on file in the Town Clerk's Office.

I DO FUTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 2, 2019.

Diane M. Marco, Town Clerk

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:	July 24, 2019
TO:	Steven Tommasone – Town Supervisor
FROM:	Michael T. Maher-Assistant Project Manager MTM
TITLE OF REQUEST:	Memorandum of Agreement between the Town of Guilderland and Town of Rotterdam for the sale of water.
TOWN BOARD MEETING:	July 31, 2019
Background Information:	The Town of Rotterdam and Town of Guilderland agree that the mutual provisions for Emergency Water Supply and Permanent Water Supply are in the best interest of the Town of Rotterdam and Town of Guilderland.
Evaluation/Analysis:	The Town of Rotterdam and Town of Guilderland have determined that it is in the best interest of each town to have an Emergency Water Supply and a Permanent Water Supply Agreement. The Town of Rotterdam and Town of Guilderland need to enter into an Agreement for Emergency and Permanent Water Supply.
Recommendation(s):	The Town Board authorize the Supervisor to sign a Memorandum of Agreement for the sale of water to the Town of Guilderland for Emergency and Permanent Water Supply.
Attachment/Document(s):	Memorandum of Agreement
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

229.19

COPY

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF GUILDERLAND AND TOWN OF ROTTERDAM FOR THE SALE OF WATER

This Memorandum of Agreement entered into 14th day of August, 2019 (hereinafter "Agreement") between the TOWN OF ROTTERDAM, a Municipal Corporation, established under the laws of the State of New York, located in the County of Schenectady, with a principal place of business at 1100 Sunrise Blvd, Rotterdam, New York 12306, hereinafter referred to as "Rotterdam," and the TOWN OF GUILDERLAND, a Municipal Corporation, established under the laws of the State of New York, located in the County of Albany, with a principal place of business at 5209 Western Tpk., Guilderland, New York 12084, hereinafter referred to as "Guilderland," and collectively "the Parties," is for the purpose of outlining the terms under Article 5-G of the General Municipal Law of the State of New York, for a mutual emergency water interconnection and permanent water interconnection for the sale of potable water.

DEFINITIONS

Emergency Conditions: Any condition that results in inadequate water supplies within either Parties' water system to meet the health and safety needs of the public and users of the water system, such as transmission main break, major infrastructure failure, source water contamination that cannot be treated to meet applicable federal and New York State Department of Health Drinking Water Standards or the like.

Emergency Interconnection: A manually-operated physical interconnection between the Rotterdam and Guilderland water systems in the vicinity of New York State Route 158 and County Line Road.

Emergency Water Supply: Potable water supply provided under emergency conditions with an expected volume not to exceed one million gallons per day.

Notice: Verbal, digital and written communications between the Parties outlining the timing, nature, and expected duration of an emergency condition and initiating emergency water supply. Written notice must be provided among the Parties within two (2) hours of any verbal notice.

Permanent Interconnection. A metered, pressurized bi-directional physical interconnection Rotterdam and Guilderland water systems in the vicinity of Route 158 and County Line Road allowed under the Water Supply Permit ID No. 4-0130-00294/0001 issued by the New York State Department of Environmental Conservation, as may be amended.

Permanent Water Supply: Potable water supply provided automatically upon demand by

FILED IN THE CLERK'S OFFICE
OCT 17 2019

Rotterdam to Guilderland.

TERMS OF AGREEMENT

1. The Parties agree that the mutual provisions for Emergency Water Supply and Permanent Water Supply are in the best interest of the Town of Rotterdam and the Town of Guilderland.

2. The Parties agree that an Emergency Water Supply shall be furnished only upon Notice, with agreement among the Parties, in writing, and for the minimum duration required to respond to Emergency Conditions.

3. The Parties agree that that Permanent Water Supply may be sold under the terms of this Agreement and the Water Supply Permit ID No. 4-0130-00294/0001 issued by the New York State Department of Environmental Conservation, as may be amended.

4. Due to the critical nature of potable water supply, the Parties agree to each maintain their respective water systems in good working order to fulfill the obligations of this Agreement and any subsequent Agreement. The costs to operate and maintain the respective water systems shall be the obligation of each party independently. Each Party shall maintain adequate insurance coverage to protect against loss.

5. Guilderland, at its own cost, shall construct and own a water line extension on Route 158, within its municipal boundary to a point of Permanent Interconnection with Rotterdam's water system, which shall permit a manually-operated interconnection between the Guilderland and Rotterdam water systems.

6. It is agreed that Guilderland shall design the Permanent Interconnection, and provide reports, plans, specifications and other appropriate documentation to Rotterdam for review, comment, and agreement by the Parties.

7. It is agreed that Guilderland shall obtain necessary permits or approvals from other agencies, and Guilderland shall fund and construct the Permanent Interconnection.

8. Guilderland shall operate and maintain the Permanent Interconnection and Rotterdam shall be afforded reasonable opportunity to inspect the Interconnection at any time under the terms of this Agreement.

9. The Parties shall comply with all applicable rules, regulations, permits, and approvals for the respective water supply systems, including all local laws, ordinances, and the Water Supply Permit ID No. 4-0130-00294/0001 issued by the

New York State Department of Environmental Conservation.

10. All technical data relating to the water systems owned by Rotterdam and Guilderland within the possession of the Parties shall be made available to the other Parties on an as needed basis without expense.

11. This Agreement contains the entire understanding between Rotterdam and Guilderland and any agreements hereafter made between Rotterdam and Guilderland shall modify this Agreement only when signed by the authorized representatives of Rotterdam and Guilderland, after town board approval.

12. In accordance with Section 118-a of the General Municipal Law, the term of this Agreement shall be for five (5) years. Rotterdam and Guilderland agree to review this Agreement annually throughout the term of this Agreement. Unless a Party notifies the other Party in writing at least 90 days before the expiration of the term, this Agreement shall be extended for an additional five (5) year term. Modifications, amendments or changes to this Agreement must be acceptable to both parties, agreed to in writing and attached to this agreement as an addendum. The addendum shall include all necessary legislative authority to modify this Agreement.

13. The meter within the Emergency Interconnection and Permanent Interconnection shall be maintained in good working order by Guilderland with a calibration certificate, as applicable, a copy of which shall be provided to Rotterdam upon request.

SCHEDULE OF PAYMENT

14. The Parties agree that the cost of Emergency Water Supply shall be based on increased costs incurred during the Emergency Conditions.

    a. Invoicing for Emergency Water Supply shall be submitted from the selling Party to the purchasing Party as soon after the event of Emergency Water Supply as practical but not later than 30 days hence.

    b. Payment for Emergency Water Supply shall be remitted by the purchasing Party to the selling Party as soon after the receipt of the invoice for Emergency Water Supply as practical but not later than 30 days hence.

15. The Parties agree that the cost of Permanent Water Supply shall be paid by Guilderland at the purchase rate of $3.00 per thousand gallons for the first 45 million gallons of water on an annual basis.

16. The Parties agree that the cost of Permanent Water Supply shall be paid by Guilderland at the purchase rate of $2.75 per thousand gallons for purchases in excess of 45 million gallons of water on an annual basis.

17. On or before January 15th of each year, Guilderland shall make a pre-payment to Rotterdam in the amount of $100,000 towards the purchase of the first 45 million gallons of water for the year.

SIGNATORY

In witness of accord reached by this Agreement, the Parties thereto hereby set their hands

TOWN OF ROTTERDAM

Steven A. Tommasone, Supervisor

Dated: August 1, 2019

On behalf of the Town Board, Town of Rotterdam by Resolution dated ___

TOWN OF GUILDERLAND

Peter G. Barber, Supervisor

Dated: August 14, 2019

On behalf of the Town Board, Town of Guilderland by Resolution dated 8/13/19

RESOLUTION NO. 330.24

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO DEVELOPER'S AGREEMENT WITH LECCE SENIOR LIVING LLC DATED NOVEMBER 14, 2020

WHEREAS, the Town Board of the Town of Rotterdam is a party to a Developer's Agreement with Lecce Senior Living, LLC, dated November 14, 2020; and

WHEREAS, the Town Board of the Town of Rotterdam passed Amendment One to a Developer's Agreement with Lecce Senior Living, LLC, dated March 3, 2022; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute the Second Amendment to Developer's Agreement with Lecce Senior Living LLC dated November 14, 2020 annexed hereto.

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: August 14, 2024

TO: Town Board

FROM: Stephen Valiquette, Assistant Town Attorney

TITLE OF LEGISLATIVE REQUEST: 2nd Amendment to Developers Agreement for Whispering Pines Project

TO BE PLACED ON TOWN BOARD AGENDA OF: August 14, 2024

Background Information: The Town attorney was asked to negotiate and draft a 2nd Amendment to Developers Agreement for the Whispering Pines project to resolve an outstanding sewer tax dispute.

Evaluation/Analysis: Extensive investigation into a dispute on sewer tax levies on the Whispering Pines project for the years 2022, 2023 and 2024 has led to an agreement between the Town of Rotterdam and the developer of the Whispering Pines project.

Recommendation(s): Approval.

Attachment/Document(s): proposed 2nd Amendment to Developers Agreement.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s): n/a

LEGISLATION WILL BE PREPARED BY: Town Attorney

SECOND AMENDMENT TO DEVELOPER'S AGREEMENT DATED NOVEMBER 14, 2020

This SECOND AMENDMENT TO DEVELOPER'S AGREEMENT dated August __, 2024 (hereinafter the "Second Amendment") is made by and between Lecce Senior Living , LLC, a New York Limited liability company having a mailing address of 1209 Troy Schenectady Road Latham New York 12110, (hereinafter the "Developer") and the Town Board of the Town of Rotterdam, having offices at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter the "Town") for itself and on behalf of Sewer District No. 7 (hereinafter the "District").

WHEREAS, the Developer and the Town are parties to that certain Developer's Agreement dated November 14, 2020, as amended by that certain First Amendment to Developer's Agreement dated March 3, 2022 (hereinafter, collectively, the "Developer's Agreement"); and

WHEREAS, the Developer and the Town have a dispute concerning the sewer fees charged to the tax map parcels comprising the Village at Whispering Pines consisting of +/- 96.6 acres all owned by the Developer; and

WHEREAS, based upon the Certificate of Substantial Completion executed on June 28, 2023, by the Town Supervisor, the Town completed the work necessary for the Hamburg Sewer District no. 7, extension no. 2 (hereinafter "Extension no. 2"); and

WHEREAS, the Developer has worked diligently to construct the sewer improvements necessary for the Hamburg Sewer District no. 7, extension no. 1 (hereinafter "Extension no. 1"), a Developer-funded sewer district extension, for the benefit of the eventual occupants of the Village(s) at Whispering Pines and the above parcels. Construction of the sewer improvements was reviewed in the Town approved EIS and SEQRA Findings Statement and is a condition of approval of the Site Plan Review for Phase 1b of the Villages at Whispering Pines imposed by the Town Planning Board. These improvements included an equalization tank which was required to be installed at Developer's expense and dedicated to the Town to ensure that sufficient capacity existed in the proposed improvements being undertaken by the Town in Extension no. 2, a Town-funded extension of the Hamburg Sewer District no. 7.; and

WHEREAS, the Developer received site plan approval and obtained a building permit for phase 1a, which involved the reconstruction of the existing golf course with a new club house that has a temporary septic system and such septic system will be abandoned when phase 1b is completed and the club house can connect to the Town sewer system;

WHEREAS, the Developer was granted waivers of some of the conditions to site plan review of phase 1b of the Village(s) at Whispering Pines and obtained Building Permits commencing in 2023 for 15 cottages and subsequently in 2024 for an additional 5 cottages for a total of 20 building permits. No certificates of occupancy can be granted until all of the conditions to the approval of site plan review of phase 1a and 1b have been met; and

WHEREAS, the Developer has an application pending for site plan review of phase 2 of the Villages at Whispering Pines but site plan approval has not been granted to date; and

WHEREAS, to date the Developer (has not connected) to the Town sewer system and has not discharged any sewage to the Town sewer;

WHEREAS, the Town has been incorrectly charging the Developer for sewer fees as if the Developer had constructed 566 units in 2020, 2021 and 2022 and 564 units in 2023 on the Property, or indeed had the right to construct such units. As stated above the Developer has only been able to obtain a total of 20 Building Permits for cottages and a building permit for the clubhouse from the Town and the connections to the sewer system are as yet incomplete but are anticipated to be complete before the end of this calendar year, depending upon the performance of the Developer and Developer's contractor and the associated inspection and acceptance of the constructed facilities by the Town Designated Engineer LaBella Associates LP (hereinafter, the "TDE");

WHEREAS, the Town, on behalf of Sewer District no. 7, including Extension no. 1 and Extension no. 2, represents that it has and will preserve the necessary capacity in the Town's sewer pump station located at the traffic circle in Carman Road and in the force main pipe installed at the Developer's expense leading from Sewer District no. 1 to Sewer District no. 2; into the City of Schenectady's Sewage Treatment System, all as described in the NYSDEC and NYEFC approved design plans certified by the Town's TDE, for the 566 EDUs that may eventually be approved by the Planning Board in the case of phase 2 and in the case of phase 1b after the satisfaction of the conditions to site plan approval and issuance of building permits for the units in phase 1b, and in the case of phase 1a as approved and as defined by the issuance of the permit;

WHEREAS, the Developer has paid $446,000 to the Town for the construction of the sewer collection pipe within Extension no. 2 and is responsible for funding an escrow for the TDE to review design work and inspect the work undertaken by the Developer for Extension no. 1, all provided pursuant to the terms of the Developer Agreement as well as the conditions of approval;

WHEREAS, the Town has also charged the Developer and Developer has paid $154,405.44 in sewer fees for the year 2020 and $119,383.84 in sewer fees for the year 2021 (hereinafter referenced as "Paid Sewer Fees");

WHEREAS, for the years 2022, 2023 and 2024, the Town has charged the Developer for sewer fees in the total amount of $279,789.91 ($119,358.89 for 2022; $173,458.87 for 2023; and $106,331.04 for 2024) and in the case of year 2022, the Developer has paid 2022 sewer charge in the amount of $27,231.34 on June 16, 2022 for SBL 71.5-1-5.111;

WHEREAS, as a result of non-payment of the sewer fees which were disputed to the Town informally and then formally in a letter dated October 30, 2023, the County of Schenectady has commenced a foreclosure action against the Developer;

WHEREAS, it is our understanding that the County has paid the Town for the unpaid sewer fee charges for 2022 and 2023, however, for 2024 the sewer fee charges were grieved by the Developer, the warrant for which remains with the Town;

WHEREAS, the Developer has challenged the foreclosure action and has proactively engaged in settlement discussions with the Town and the County in an attempt to fairly resolve this dispute as to the appropriate amount of the sewer fees that should have been charged;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and to set in writing the terms of their agreement, the parties do mutually covenant and agree as follows:

1. The Developer will not seek to recover the Paid Sewer Fees in the total amount of Two Hundred Seventy Four Thousand and 56/100 ($274,000.56) Dollars and will be recognized as sufficient to secure the wastewater collection and treatment capacity for the Whispering Pines Project in the Town Sewer System;

2. However, such reserved capacity shall only be reserved for a period of five (5) years from the date of this Agreement. If after five (5) years phase 2 of the project has not received a building permit, such capacity may only be continually reserved upon further amendment to this agreement;

3. The Town agrees to pay to Schenectady County the sum of the unpaid sewer fees for which the County has reimbursed the Town. It is our understanding that for 2022 and 2023 the Town would be paying the County One Hundred Nineteen Thousand Three Hundred Fifty eight and 89/100 ($119,358.89) Dollars for 2022, One Hundred Seventy Three Thousand Four Hundred Fifty eight and 87/100 ($173,458.87) Dollars for 2023 and One Hundred Two Thousand Eight Hundred and 28/100 ($102,800.28) for 2024. The Town will also reimburse Developer for the sewer fee paid by the Developer for 2022 in the amount of Twenty Seventy Thousand Two Hundred Thirty One and 34/100 ($27,231.34) Dollars. For the sewer fees charged for the year 2024, the Town will agree not to collect the fees in settlement of the Grievance brought by the Developer, except for those fees that are related to EDUs based upon issued building permits as herein agreed;

4. The Developer will not be charged any sewer fees for the years 2022 and 2023 and the Town agrees to waive the O&M fees totaling One Hundred Six Thousand ($106,000) Dollars charged in 2024. Except that the Town shall still charge EDUs for the parcels that have obtained building permits for units prior to and following this agreement; and

5. For purposes of this Agreement and calculating EDU's on a yearly basis, the date when building permits for residential units shall be totaled for purposes of assessing EDU's will be on or before October 15 of the prior year.

6. Except as may be otherwise expressly provided for in this Second Amendment, the terms, provisions, covenants, stipulations, conditions, rights, obligations and remedies set forth in the Developers Agreement are hereby ratified, accepted, agreed to, assumed by and imposed upon the parties hereto. In the event there is a conflict between the terms of this Amendment and the terms of the Developers Agreement and the First Amendment, the terms of this Second Amendment shall control.

7. This Second Amendment may be executed in separate counterparts by each of the parties and the total of the executed counterparts shall be deemed one agreement.

8. Per the original developer's agreement and Town Board Resolution 162-2020, sewer connection fees were waived for a period of five years including sewer district seven and its extensions. Such a waiver sunsets on June 1, 2025. The Town Board has no intention of extending that waiver. The Developer is hereby advised that on June 1, 2025 sewer connection fees will be reestablished for the district. The Town does not have the authority to waive any fees to be collected by the City of Schenectady. Please be advised that the Town's waiver does not include a waiver of the City of Schenectady's fees for sewer connections. Sewer connection fees are charged at the same time as building permit fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town Board has duly approved this Second Amendment on behalf of the Town of Rotterdam and Hamburg Sewer District no. 7, including Extension no. 1 & 2 and the parties have hereunto executed this Second Amendment this [_____] day of August 2024.

Town of ROTTERDAM

_____

By : Mollie A. Collins, Town Supervisor

LECCE SENIOR LIVING, LLC

_____

By: Lou Lecce, Member

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, March 9, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 110.22

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A FIRST AMENDMENT TO DEVELOPER'S AGREEMENT DATED NOVEMBER 14, 2020

WHEREAS, the Town Board of the Town of Rotterdam is a party to a certain Developer's Agreement with Lecce Senior Living, LLC, dated November 14, 2020;

THEREFORE, UPON MOTION OF Supervisor **COLLINS,**

seconded by Councilmember **MASTROIANNI, NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute the First Amendment to Developer's Agreement dated November 14, 2020 annexed hereto.

SECTION 2. This resolution shall become effective March 9, 2022

DATED: March 9, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on March 9, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this March 11, 2022.

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

Diane M. Marco

Diane M. Marco, Town Clerk

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT DATED NOVEMBER 14, 2020

This **FIRST AMENDMENT** ("First Amendment") to Developer's Agreement dated November 14, 2020 is made by and between **LECCE SENIOR LIVING, LLC**, a New York limited liability company having a mailing address of 40 British American Boulevard, Latham, New York 12110, (the "Developer") and the **TOWN BOARD OF THE TOWN OF ROTTERDAM**, having offices at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (the "Town") for itself and on behalf of the Hamburg Street Sewer District (the "District").

WHEREAS, the Developer and the Town are parties to that certain Developer's Agreement dated November 14, 2020 (the "Developer's Agreement"); and

WHEREAS, the Town has acquired all necessary easements and rights to authorize the construction of the improvements relating to Sewer District 7, Extension No. 2; and

WHEREAS, the Town has called for and received competitive bids pursuant to General Municipal Law § 103; and

WHEREAS, the Town is now considering awarding contracts to complete the construction of the improvements relating to Sewer District 7, Extension No. 2; and

WHEREAS, the parties are desirous of amending the Developer's Agreement as set forth herein and therefore enter into this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties do mutually covenant and agree as follows:

1. Paragraph 1 of the Developer's Agreement is hereby amended to read in its entirety as follows:

> "1. (a) The Developer agrees to design and to undertake, at its expense, the following improvements as set forth on the Map necessary for Extension No. 1: (1) Whispering Pines On-Site Pump Station with Equalization (the "Pump Station"); (ii) +/- 1250 linear feet of four-inch force main sewer running from the Pump Station to Manhole 7-2-101 located in Carman Road; and (iii) +/- 260 linear feet of directional drill crossing to the New York State Thruway (Interstate 90) (collectively, the "Extension No. 1 Improvements"). Once the specifications submitted by the Developer's engineer for the Extension No. 1 Improvements (the "Specifications"), excluding that portion of Extension No. 1 Improvements to be built as part of Extension No. 2, have been approved by the Town, the Developer shall construct and install the Extension No. 1 Improvements at the

Developer's expense. The Developer agrees that the Extension No. 1 Improvements shall be commenced within sixty (60) days of the Developer's receipt of the Town's approval of the Specifications and the Developer's receipt of all necessary local, state and federal approvals for the Extension No. 1 Improvements and the Town's determination to authorize construction of Extension No. 2.

(b) The Town's Engineer shall have final review and approval authority over the design of the Extension No. 1 Improvements and the Developer shall bear the costs and expenses incurred by the Town in connection with such review (hereinafter, the "Design Review Costs"). The Town's Engineer shall provide Construction Phase Services and Construction Observation of the construction and installation of the Extension No. 1 Improvements, and the Developer shall bear the costs and expenses incurred by the Town in connection with services (hereinafter, "Construction Phase Services and Construction Observation Costs"). The Developer shall fund the Design Review Costs and the Construction Phase Services and Construction Observation Costs by depositing the sum of $73,799.50 in the Town's Capital Project Escrow Account on or before April 1, 2022. Payment from the Town's Capital Project Escrow Account for services rendered by the Town's Engineer may be made to the Town or its designee upon receipt of properly completed and approved voucher(s) with invoice(s) relating to such services. The parties agree that the amount set forth above represents merely an estimate of the total Design Review Costs and Construction Phase Services and Construction Observation Costs remaining under the October 10, 2019 Letter Agreement between the Town and the Town's Engineer for such services, and that notwithstanding such estimate, the Developer is responsible for actual Design Review Costs and Construction Phase Services and Construction Observation Costs actually incurred by the Town.

(c) The Town agrees that if the Town has not awarded contract(s) on or before May 1, 2022 for construction of the improvements for Extension No. 2, Developer may elect to install the force main from the manhole at Dunkin Donuts to the connection point at the Traffic Circle on NYS Route 7 as originally proposed. In such event, Developer shall notify the Town in writing of such election and Developer shall not thereafter be responsible for the payment(s) required under Paragraph 2, below. Within thirty (30) days after the Town's receipt of such written notice from Developer, any

deposits made by Developer to the Town's Capital Project Escrow Account as provided for in paragraph 2, below, shall be refunded to Developer."

2. Paragraph 2 of the Developer's Agreement is hereby amended to read in its entirety as follows:

"2. (a) Except as otherwise provided in Paragraph 1, above, the Developer shall be responsible to pay $446,000.00 towards the construction of the improvements associated with Extension No. 2.

(b) Developer shall provide security for the payment of the amount set forth in Paragraph 2(a), above, by:

(i) depositing such amount into the Town's Capital Project Escrow Account; or

(ii) providing an Irrevocable Standby Letter of Credit for such amount on such terms and in such form as may be approved by the Town; or

(iii) any combination of (i) and (ii), above, sufficient to cover the full amount for which the Developer is responsible under Paragraph 2(a), above.

Such security shall be provided in full on or before the date on which the Town awards contract(s) for the construction of improvements associated with Extension No. 2, or April 1, 2022, whichever is earlier.

(c) The amount set forth in Paragraph 2(a), above, as the Developer's responsibility shall be due and payable to the Town or its designee in accordance with the following schedule:

(i) $100,000 shall be paid immediately upon issuance of Notice to Proceed for the contract(s) relating to the construction of improvements associated with Extension 2;

(ii) $200,000 shall be paid immediately upon written or electronic notification from the Town or the Town's Engineer that the construction of improvements associated with Extension 2 has been 50% completed; and

(iii) $146,000 shall be paid immediately upon the Town Engineer's determination that the construction of

improvements associated with Extension 2 has been substantially completed.

To the extent Developer has made one or more deposits into the Town's Capital Project Escrow Account pursuant to Paragraph 2(b), above, the Town shall be authorized to pay to itself or its designee from any such deposit(s) in such amount(s) as and when they become due and payable. In the event Developer fails to make any payment set forth above within thirty (30) days of written notice from the Town or the Town's Engineer that such payment is due and payable, and such payment cannot be made in full from any deposit(s) made by Developer into the Town's Capital Project Escrow Account, the Town shall be entitled to draw against the Irrevocable Standby Letter of Credit up to the amount that is due and payable. To draw against the Irrevocable Standby Letter of Credit, the Town shall present to the issuer a statement signed by an authorized representative of the Town which reads substantially as follows:

"The Town of Rotterdam hereby certifies that the draft accompanying this statement drawn under Letter of Credit No. _____ represents the amount now due the Town of Rotterdam under the terms and conditions of that certain Developer's Agreement by and between Lecce Senior Living, LLC and the Town Board of the Town of Rotterdam dated November 14, 2020, as amended (the "Developer's Agreement"), and that construction of improvements that is prerequisite to such payment, if any, has been substantially completed and has been inspected and approved by the Town's Engineer."

3. Paragraph 8 of the Developer's Agreement is hereby deleted in its entirety.

4. Each party hereto represents and warrants that all action necessary to authorize the execution of this First Amendment by such party has been duly taken.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto executed this First Amendment on this 3rd day of March, 2022.

LECCE SENIOR LIVING, LLC

By:_____
Lou Lecce, Member

TOWN OF ROTTERDAM

By: Mollie A. Collins
Mollie A. Collins, Supervisor

DEVELOPER'S AGREEMENT

This Agreement, by and between Lecce Senior Living, LLC, (the "Developer"), and the Town Board of the Town of Rotterdam, a municipal corporation located in Schenectady County with offices at 1100 Sunrise Road, Rotterdam, New York 12306, (the "Town") for itself and on behalf of the Hamburg Street Sewer District (the "District"); and

WHEREAS, the Developer intends to develop and construct the Village at Whispering Pines, a planned retirement community (the "Project") consisting of 496 residential units to be constructed on an assemblage of properties comprised of eight (8) parcels of land containing an aggregate of 96.6 acres (collectively, the "Real Property") all located within the Town of Rotterdam, County of Schenectady and State of New York; and

WHEREAS, the Developer desires to connect the Project to the District, which connection requires an extension of the existing bounds of the District; and

WHEREAS, The Chazen Companies has prepared a Map entitled "Proposed Wastewater Collection System", Town of Rotterdam, Schenectady County, New York dated July 31, 2019, a copy of which is attached hereto as Exhibit "A" and made a part hereof (the "Map") addressing the creation of Extension No. 1 of Hamburg Sewer District (the "Extension No. 1") that is necessary for the connection of the Project to the District; and

WHEREAS, The Chazen Companies has prepared a Map entitled "Proposed Wastewater Collection System," Town of Rotterdam, Schenectady County, New York

dated July 31, 2019, a copy of which is attached hereto as Exhibit "B" and made a part hereof (the "Map") addressing the creation of Extension No. 2 of the Hamburg Sewer District (the "Extension No. 2) that the Town has determined to undertake to serve a public need for sewers in that portion of the Town; and

WHEREAS, on July 11, 2018, the Town completed the SEQRA for process for the Project and associated Extension No. 1, adopting a SEQRA Statement of Findings; and

WHEREAS, the Developer submitted a valid petition from all current owners of the Real Property for the creation of the Extension No. 1 (the "Petition"); and

WHEREAS, the Town, on behalf of itself and the District, accepted the Petition and the Map and authorized the creation of the Extension No. 1; and;

WHEREAS, the Developer has agreed to undertake certain improvements and make certain payments as further described herein; and

WHEREAS, the Town has also progressed the approval and design of a further Extension to the Hamburg Sewer District to be known as Sewer District Extension 2 (Extension No. 2) and as a result a portion of Extension No. 1 is now being undertaken by the Town with a contribution, described below, from the Developer; and

WHEREAS, the Developer and Town now desire to enter into this Agreement to set forth the agreements by and between the parties with respect to the Project and the design, construction, inspection and dedication of Extension No. 1 and, as well as with respect to the construction of Extension No. 2.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and in order to set in writing the terms of their agreement, the parties do mutually covenant and agree as follows:

1. The Developer agrees to design and to undertake, at its expense, the following improvements as set forth on the Map necessary for the creation of Extension No. 1: (I) Whispering Pines On-Site Pump Station (the "Pump Station"); (ii) +/-1250 linear feet of three-inch force main sewer running from the Pump Station to Manhole 7-2-101 located in Carmen Road; and (iii) +/- 260 linear feet of directional drill crossing of the New York State Thruway (Interstate 90) (collectively, the "Extension No. 1 Improvements"). Once the specifications submitted by the Developer's engineer for the Extension No.1 Improvements (the "Specifications"), excluding that portion of the Extension No. 1 Improvements to be built as part of Extension No. 2, have been approved by the Town, the Developer shall seek competitive bids for the construction and installation of the Extension No. 1 Improvements. The Town's engineer shall inspect the Extension No. 1 Improvements upon the completion of same. The Developer agrees that the Extension No. 1 Improvements shall be commenced within sixty days (60) of the Developer's receipt of the Town approval of the specifications and the Developer's receipt of all necessary local, state and federal approvals for the Extension No. 1 Improvements and Planning Board approval of Phase 1 B of the Project and the Town determining to authorize construction of Extension No. 2. The Town agrees that if the Town has not commenced the Extension No. 2 Improvements, including those portions that were previously approved as part of the Extension No. 1 Improvements, by January

31, 2021 then the Developer may elect to install the force main from the manhole at Dunkin Donuts to the connection point at the Traffic Circle on NYS Route 7 as it was originally proposed. In the event that the Developer so elects then the funds in paragraph 2 need not be paid to the Town.

2. The Developer further agrees to place the sum of $446000 in the Town's Capital Project Escrow account as the Developer's contribution toward the costs of that portion of the sewer previously going to be built as part of Extension No. 1, now being built in Extension No. 2 which the Developer is no longer designing or building because the Town is now designing and constructing those improvements as part of Extension No. 2 (the "Extension Improvement Payment"). The Extension Improvement Payment shall be paid to the Town by the Developer as follows: $100,000 upon the commencement of construction of the improvements now included in Extension No. 2, i.e. the Extension No. 2 Improvements which were formerly covered in Extension No. 1; $200,000 when the work has been 50% completed; and $146,000 at the completion of the work by the Town. The Developer will only be obligated to make the payments in paragraph 2 if the Developer receives all necessary local, state and federal approvals for the Extension No. 1 Improvements including but not limited to Planning Board approval of Phase 1 B of the Project and, only if, the Town determines to authorize construction of Extension No. 1 and Extension No. 2 and only after any litigation is resolved.

3. The Town, acting for itself and on behalf of the District, agrees that, upon completion of the Extension No. 1 Improvements being constructed by the Developer in accordance with this Agreement and acceptance by the Town Board, which approval

shall not be unreasonably withheld, conditioned or delayed, the Town shall accept dedication of the Extension No. 1 Improvements.

4. The Town, after reviewing the site plan for Phase 1B, approved by the Town of Rotterdam Planning Commission, and related documents, agrees a 12" watermain on the Developer's site would benefit any future growth for the Town. The Town recognizes a 10" watermain is solely needed for the site development and as a result, agrees to pay for the cost difference between the 10" pipe and the 12" pipe, in the form of waiver of water connection fees, pursuant the Code of the Town of Rotterdam, Chapter 126, entitled "Schedule of Fees" and all related resolutions, in an amount not to exceed twenty thousand dollars ($20,000).

5. Commencing upon the start of any construction or installation of improvements on any Town property or rights of way, and at all times thereafter until completion of the work thereon, the Developer shall maintain and shall cause its contractors performing the work to maintain, public liability insurance covering death or bodily injury of not less than $1,000,000.00 for one person and $3,000,000.00 in the aggregate and property damage coverage with limits of not less than $500,000.00, which insurance shall name the Town as an additional insured and Worker's Compensation insurance fully covering all persons engaged in the performance of such work.

In addition, prior to obtaining any blasting permit, the Developer shall present proof that any duly licensed blasting contractor retained by the Applicant has general liability insurance in the amount of $2,000,000.00 for each person injured, $3,000,000 for each accident and $3,000,000 for property damage executed by the carrier or its

authorized representative. The Certificate shall be provided to and filed with the Town of Rotterdam Town Clerk, Town Attorney and Town Building Inspector and shall provide that said policy will not be cancelled except on 30 days' notice in writing to the Town. Such liability insurance policy shall be issued by an insurance company authorized to do business in New York State and the Certificate approved as to form and sufficiency by the Town Attorney.

6. The Developer agrees that, upon completion of the Developer's portion of the Extension No. 1 Improvements (i.e. excluding that portion now being undertaken by the Town as part of the Extension No. 2 Improvements) and approval of all applicable agencies, it will both dedicate and give by good deed, the title to said improvements to the Town (or the District, if applicable) free and clear of all liens and encumbrances, noting, however, that some of the improvements may be placed on real property not owned or controlled by the Developer but within publicly owned rights of way, such as Carman Road or the New York State Thruway, and as such only title to the pipes may be transferred to the Town.

7. It is the Developer's understanding that the Town of Rotterdam Town Board decided by Resolution No. 162 of 2020, dated May 27, 2020 that the Town is forgoing the sewer connection fees in of the Hamburg Street Sewer District including Extension No. 1 and No. 2 until June 1, 2025.

8. The parties acknowledge and agree that the Developer will not be obligated to make any payments or to undertake any of the improvements and dedications set forth herein until such time as all necessary local, state and federal approvals or

authorizations have been obtained for the Project and all pending litigation with respect to the Project or any involved sewer district or sewer district extensions has been resolved and applicable statute of limitations (as such may have been extended by Executive Order during the Covid-19 pandemic) have ended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 14 day of November, 2020.

TOWN OF ROTTERDAM

By: _____
Steven A. Tommasone
Town Supervisor

LECCE SENIOR LIVING, LLC

By: _____
Lou Lecce
Member

EXHIBIT "A"

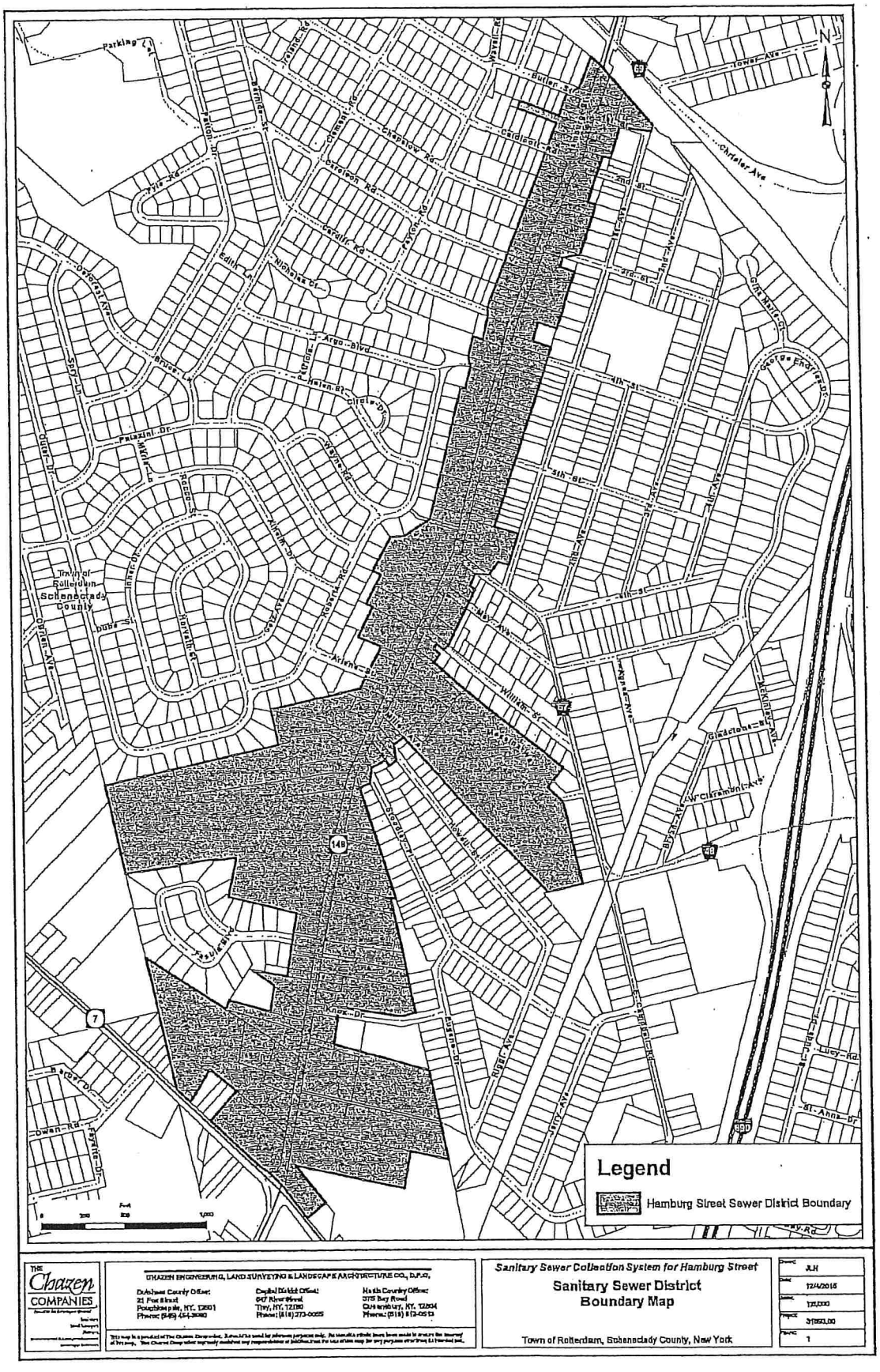
"Proposed Wastewater Collection System, Town of Rotterdam, Schenectady County, for Hamburg Sewer Extension No. 1 (Whispering Pines)," New York dated February 4, 2019

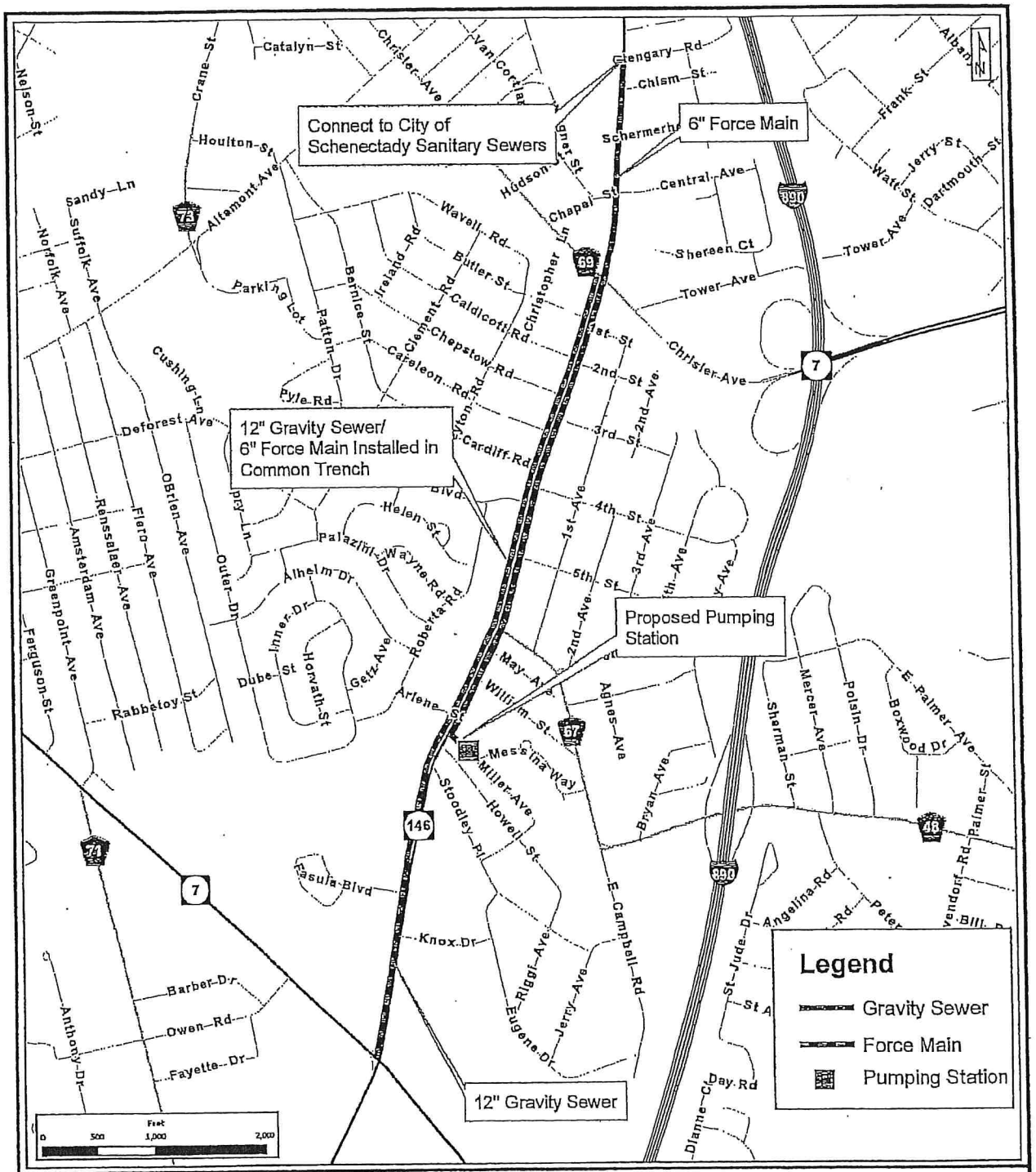
SEE ATTACHED

EXHIBIT "B"

"Proposed Wastewater Collection System, Town of Rotterdam, Schenectady County for Hamburg Sewer Extension No. 2," New York dated July 31, 2019

SEE ATTACHED


Legend
Hamburg Street Sewer District Boundary
Town of Rotterdam
Schenectady County
Sanitary Sewer Collection System for Hamburg Street
Sanitary Sewer District
Boundary Map
Town of Rotterdam, Schenectady County, New York
GHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.
JLH
12/4/2015
1"=2,000'
31953.00
1



THE Chazen COMPANIES

ENGINEERS/SURVEYORS
PLANNERS
ENVIRONMENTAL SCIENTISTS
LANDSCAPE ARCHITECTS

Dutchess County Office:
21 Fox Street, Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street, Troy, NY 12180
Phone: (518) 273-0055

Glens Falls Office:
100 Glen Street, Glens Falls, NY 12801
Phone: (518) 812-0513

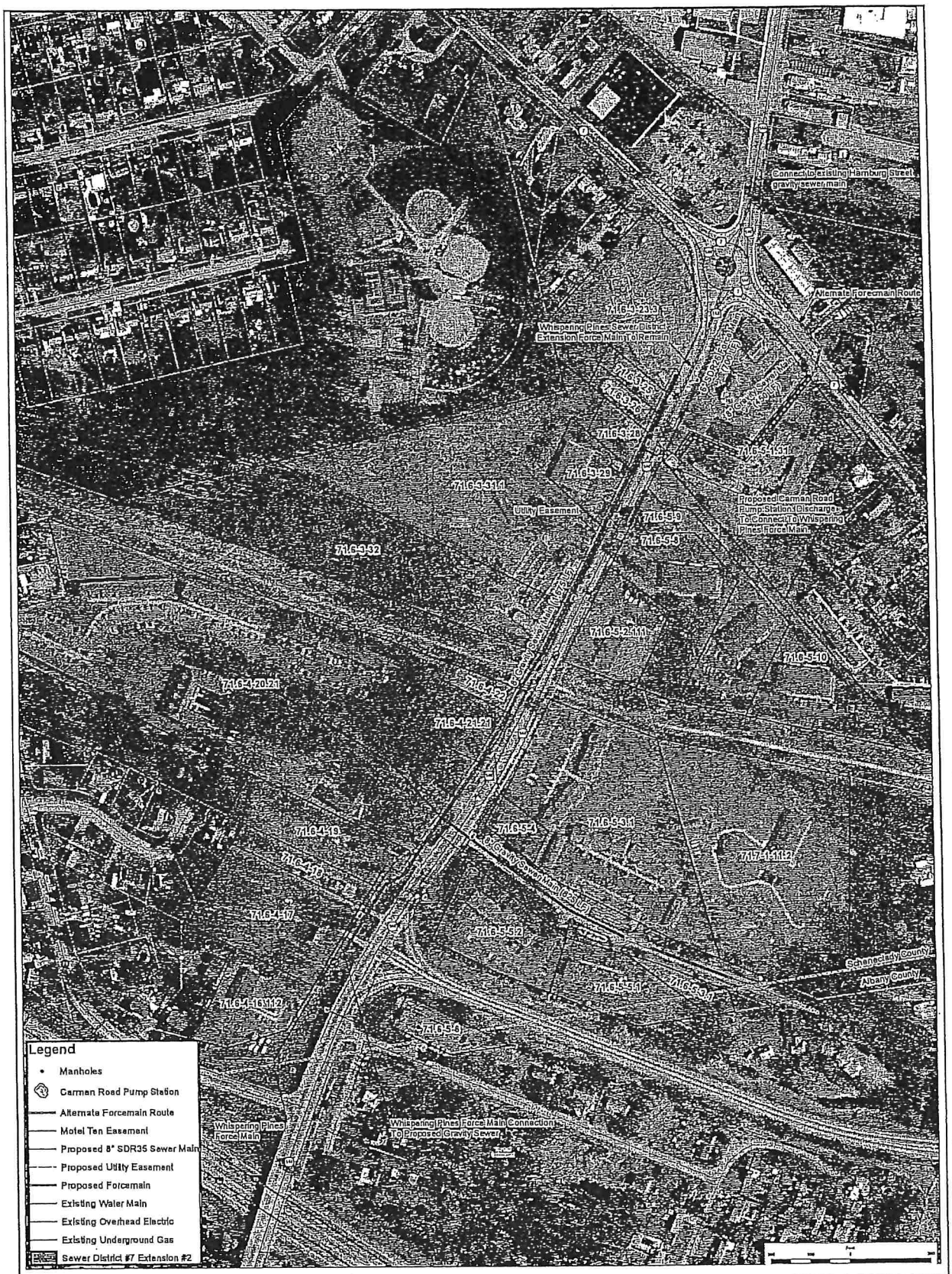
Sanitary Sewer Collection System for Hamburg Street

Sanitary Sewer Improvements

Town of Rotterdam, Schenectady County, New York

Drawn:	JLN
Date:	11/23/2015
Scale:	1:14,000
Project:	31693.00
Figure:	2

Map Document: (S:\Projects\GIS\Cheyenne\MXD\P_Hamburg\ChazenAdditions.mxd)
11/23/2015 - 1:11:24 PM



THE Chazen COMPANIES
Engineers/Surveyors
Planners
Environmental Scientists
Landscape Architects

CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

Dutchess County Office:
21 Fox Street
Poughkeepsie, NY, 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street
Troy, NY, 12180
Phone: (518) 273-0055

North Country Office:
20 Elm Street (Suite 110)
Glens Falls, NY, 12801
Phone: (518) 812-0513

This map is a product of The Chazen Companies. It should be used for reference purposes only. All reasonable efforts have been made to ensure the accuracy of this map. The Chazen Companies expressly disclaims any responsibility or liability from the use of this map for any purpose other than its intended use.

Carman Road Sewer District Extension

Proposed Wastewater Collection System

Town of Rotterdam, Schenectady County, New York

Scale:	1"=100'
Date:	07/17/2018
Drawn:	MTB
Project:	31873.00
Figure:	1

ORDER 2.24

51130-2-704

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

PRESENT:

_____
Supervisor

_____
Councilman

_____
Councilman

_____
Councilman

_____
Councilman

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

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York (the "Town"), has duly caused to be prepared a map showing the boundaries of a proposed sewer district extension in said Town, to be known as Extension No. 17 (Condos at Helderberg Meadows Extension) to the Town of Rotterdam Sewer District No. 2 in the Town of Rotterdam (hereinafter,

the “Extension”) a general plan to serve said Extension, and a report of the proposed method of operation thereof including capital improvements therefore and an estimate of cost thereof; and

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

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

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

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

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

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

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of connection and first-year costs to typical property has been filed in the office of the Town

Clerk at the Town Hall in Schenectady, New York where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, said establishment of the Extension and the capital project therefor has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined will not result in a significant environmental effect and SEQRA compliance materials are on file in the office of the Town Clerk where they may be inspected during normal office hours; and

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

THEREFORE, UPON MOTION OF Councilmember _____, seconded by Councilmember _____,

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

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

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

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

Section 3. This Order shall take effect immediately.

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

DATED: August 14, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

The Order was thereupon declared duly adopted.

* * * * *

CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

_____
Town Clerk

(CORPORATE SEAL)

AFFIDAVIT OF POSTING

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

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

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

_____
Town Clerk

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

_____
Notary Public

EXHIBIT A

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

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

[ATTACH BOUNDARIES]

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

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

Dated: Schenectady, New York
_____, 2024

/s/ Diane M. Marco
Town Clerk

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

EXHIBIT A

Stephen P. Walrath, L.S.

Land Surveying & Land Use Planning
Environmental Mapping

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

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

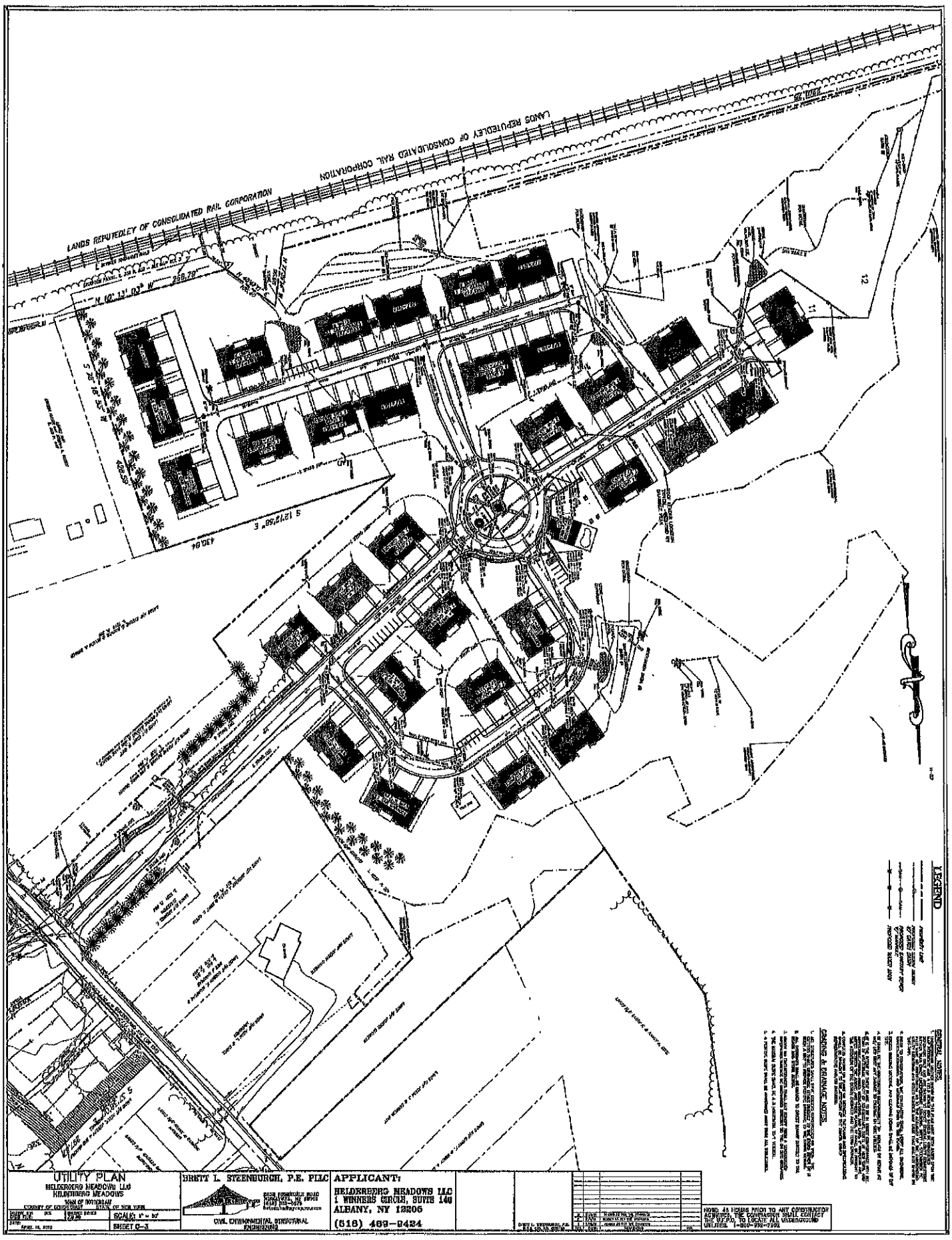
All tract, piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and State of New York lying westerly of Guilderland Avenue and being more particularly bounded and described as follows:

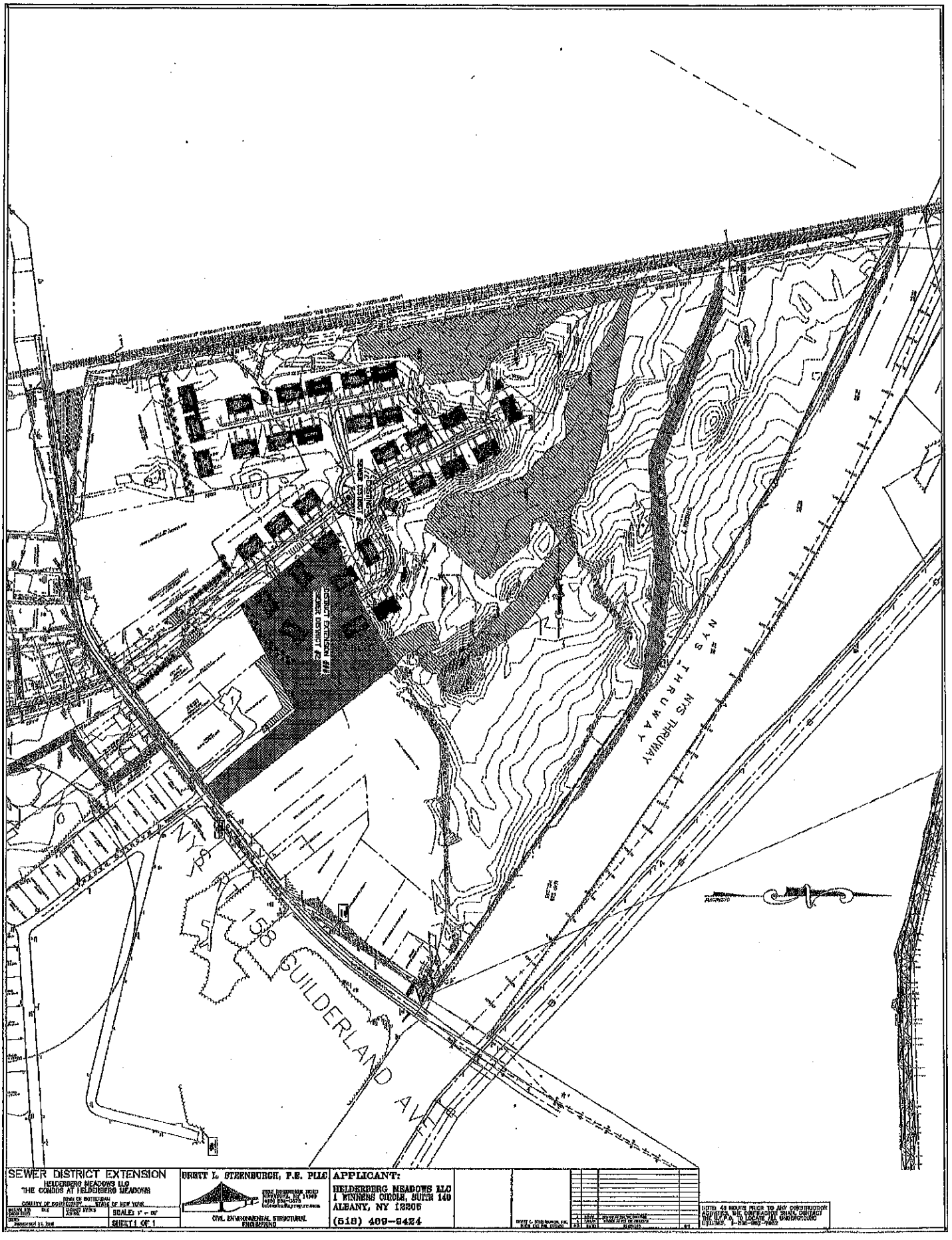
Beginning at a point on the westerly highway boundary line of Guilderland Avenue at its intersection with the division line between the lands now or formerly of Douglas and Pamela Hoeffner (Book 1840 of Deeds, Page 137) on the south and east and the lands herein described on the north and west and running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

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

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

Containing 5.09 Acres of land, more or less.


LANDS REPUTEDLEY OF CONSOLIDATED RAIL CORPORATION
LANDS REPUTEDLEY OF CONSOLIDATED RAIL CORPORATION
N 10° 13' 03" W 268.78'
S 12°12'30" E
LEGEND
GENERAL NOTES
GRADING & DRAINAGE NOTES
UTILITY PLAN
HELDERBERG MEADOWS LLC
HELDERBERG MEADOWS
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY STATE OF NEW YORK
SCALE: 1" = 50'
SHEET C-3
BRETT L. STEENBURGH, P.E. PLLC
CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING
APPLICANT:
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 483-8424
NOTE: 48 HOURS PRIOR TO ANY EXCAVATION ACTIVITIES, THE CONTRACTOR SHALL CONTACT DIG SAFELY, TO LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962


SEWER DISTRICT EXTENSION
HELDERBERG MEADOWS LLC
THE CONDOS AT HELDERBERG MEADOWS
SCALE: 1" = 60'
SHEET 1 OF 1
BRETT L. STEENBURGH, P.E. PLLC
CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING
APPLICANT:
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 469-8424
NOTIFY 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, NYS CONSTRUCTION MARK CONTRACT
SEE NOTE NO. 10 LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962
NYS THRUWAY
GUILDERLAND AVE

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	August 5, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Senior Planner PC
TITLE OF REQUEST:	Call for Public Hearing for Map, Plan & Report for the proposed Sewer District No. 2 Extension #17 Helderberg Meadows West
TOWN BOARD MEETING:	August 14, 2024
Background Information:	Sewer District No. 2 Extension #17 is being formed to add an additional ±5.09 acres to the existing Helderberg Meadows Sewer District No. 2, Extension #12 approved in 2008. This request is to facilitate the installation of sanitary sewers to service 124 condominium units that were approved by the Planning Commission on July 19, 2022. Public Hearing needed to be noticed again as it was published more than 20 days prior to the Public Hearing.
Evaluation/Analysis:	The proposed extension will tie into the existing Helderberg Meadows pump station turned over to the Town of Rotterdam in 2012 upon completion. The existing pump station, force main and wastewater treatment plant have sufficient capacity for this sewer extension. A downstream analysis was conducted on April 13, 2022 and it has been determined that there is sufficient capacity to service the proposed project
Recommendation(s):	Call for a Public Hearing to be held September 11, 2024 with a notice of Public Hearing to be published on August 23, 2024.
Attachment/Document(s):	Order 2.24 prepared by Bond Counsel Boundary description
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Town Attorney