# MEETING OF THE
# ROTTERDAM TOWN BOARD

June 12, 2024
7:00 PM
*Agenda Review 6:30 PM*

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

- Recognition of Patrolman Noah Keith

**PUBLIC HEARING**

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.

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

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

**INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS**
**RESOLUTIONS**

**237.24** Accepting Town Board meeting minutes. *Pg. 48*

**238.24** To Declare Lead Agency for SEQR review for the proposed Town Court and Police Facility located at 369 Duanesburg Road. *Pg. 106*

**239.24** To authorize an out of district water connection agreement with Bullseye Modulars LLC. *Pg. 122*

**240.24** To amend Resolution No. 75.24: To negotiate and execute an agreement with Bellamy Construction for boring services. *Pg. 136*

**241.24** To authorize purchase of chlorine gas. *Pg. 141*

**242.24** To negotiate and execute Amendment No. 1 to an existing agreement with Prime AE/KB Engineering & Architecture P.C. for professional engineering services related to the Leak Detection Survey for Water District No. 5. *Pg. 146*

**243.24** To negotiate and execute Amendment No. 1 to an existing agreement with Barton and Logudice for professional engineering services for the Schematic Design Phase for the new highway garage. *Pg. 157*

**244.24** To negotiate and execute a contract with Santore's World of Famous Fireworks LLC and Night Sky Productions LLC *Pg. 187*

**245.24** Authorize a Stipulation of Settlement with Highbridge Development Rt. 146, LLC. *Pg. 194.*

**246.24** To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from Agricultural (A-1) to General Business (B-2) located at 774 and 778 Duanesburg Road and refer to the Planning Commission for report and recommendation. *Pg. 199*

**247.24** To recognize the introduction of Introductory Local Law ___ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) located at 1725 Tower Street and refer to the Planning Commission for report and recommendation. *Pg. 213*

**248.24** To approve budget transfers to the 2024 budget. *Pg. 226*

**249.24** To authorize the purchase of one pickup truck for the Highway Department. *Pg. 234*

**250.24** To Declare Lead Agency for SEQR review for the Trunk Sewer Access Improvements Project. *Pg. 245*

**251.24** To negotiate and execute an agreement with Barton & Logudice for professional engineering services for the Pump Station Improvements Project – Planning & Project Development Services. *Pg. 270*

**252.24** Call for Public Hearing for map, plan & report for the proposed Sewer District No. 2 Extension No. 17 - Helderberg Meadows West. *Pg. 302*

**253.24** To declare equipment obsolete. *Pg. 376*

**254.24** To accept revenue for Town Clerk's Office for May 2024. *Pg. 379*

**255.24** To recognize the introduction of Introductory Local Law ___ of 2024; To establish a demonstration program imposing owner liability for failure of an operator to stop for a school bus displaying a red visual signal and stop-arm and calling for a public hearing thereon. *Pg. 385*

**256.24** To adopt a Negative Declaration for SEQR of the Kiwanis International Park Waterfront Access Improvements Project. *Pg. 394*

**257.24** Requesting bids for Town of Rotterdam Water District No. 5 Leak Detection Survey. *Pg. 407*

**258.24** To appoint a police officer. *Pg. 675*

**259.24** To extend the bid contract for Grinding & Removal of Brush, Yard Waste, & Wood with Troy Sand & Gravel Co. Inc. *Pg. 681*

**260.24** To reject all bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing and mill & fill with 6.3 polymer-modified hot mix asphalt highway paving. *Pg. 686*

**261.24** Call for bids for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing #2024-001. *Pg. 688*

**262.24** Call for bids for Mill & Fill with 6.3 Polymer-Modified Hot Mix Asphalt Highway Paving #2024-002. *Pg. 709*

**263.24** To schedule a Special Meeting of the Town Board. *Pg. 730*

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

# PUBLIC HEARING

6/12/24

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.

**SOLAR ENERGY FACILITIES LAW**

**TOWN OF ROTTERDAM**

**LOCAL LAW No. _____ of 20____**

**BE IT ENACTED** by the Town Board of the Town of Rotterdam, in the County of Schenectady, as follows:

## I. SECTION ONE – TITLE

This local law shall be known as the "Solar Energy Facilities Law," and shall repeal and replace Local Law No. _____ of the year _____.

## II. SECTION TWO – PURPOSE, INTENT AND OBJECTIVES

The purpose of this law shall be to provide for the siting, development, and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts on adjoining properties, while promoting the effective and efficient use of solar energy resources.

The town finds that well-planned and suitably located solar energy systems can be beneficial. This law seeks to foster, thorough project planning and appropriate siting, the following objectives:

A. Protecting the health, safety, and well-being of our First Responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards.

B. Allowing Town of Rotterdam residents, landowners, farms, and government to safely take advantage of solar energy resources in a way that is consistent with the nature and character of the Town in accordance with the Town of Rotterdam Comprehensive Plan.

C. Promoting and supporting our Town's Open Space Plan with solar code that protects and preserves open space, agricultural lands, and environmentally significant areas of Town as designated by our Comprehensive Plan and Conservation Plan.

D. Protecting the Town's unique ecosystem of plants, wildlife, and habitats, particularly in the western upland and rural areas of Town.

E. Recognizing the importance of Agriculture and protecting water and soils conducive to farming. If agricultural lands are to be used for solar siting, the Town encourages consideration of dual-use projects/agrivoltaics, a mixed land use production system combining the agricultural use of the land with solar energy production.

F. Protecting and ensuring farmland, agricultural land, and forested land are put to their highest and best use.

G. Protecting and promoting scenic and environmental resources by minimizing large scale solar energy facilities' impacts on these resources as outlined in the Rotterdam Comprehensive Plan including, but not limited to, fresh watersheds, floodplains, historic sites, conservation easements, trails, parklands, wetlands, wildlife, and scenery, and areas for recreational and outdoor activities.

H. Protecting the property values of those properties neighboring and within the viewshed and soundshed of a large-scale solar energy facility.

I. Conserving the rural character of western Rotterdam and rural hamlets, including Rotterdam Junction and Pattersonville.

## III. SECTION THREE – AUTHORITY

This local law is adopted pursuant to Sections 10 and 22 of the Municipal Home Rule Law.

## IV. SECTION FOUR – DEFINITIONS

The following definitions are as they relate to this Solar Energy Facilities Law:

ANSI – American National Standards Institute.

ATIMA – As Their Interests May Appear.

Ambient Noise: All-encompassing sound that is associated with a given environment, usually a composite of sounds from many sources near and far.

Battery Energy Storage System (BESS) – One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time (not to include a stand-alone 12-volt car battery or an electric motor vehicle).

Battery Management System - An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are identified.

Building-Integrated Photovoltaic System – A combination of photovoltaic building components integrated into any building envelope system, such as vertical facades,

including glass and other façade material, semitransparent skylight system, roofing materials, and shading over windows. Building-Integrated Photovoltaic System are Tier 1 solar energy systems.

Commissioning –A systematic process that provides documented confirmation that a solar energy system functions according to the intended design criteria and complies with applicable code requirements.

Comprehensive Plan – The Town of Rotterdam's Comprehensive Plan, adopted on January 10, 2024, and as amended.

Decommissioning Plan –a plan to retire the physical facilities of the Project, including but not limited to decontamination, dismantlement, rehabilitation, landscaping, and monitoring.

Facility Area – The cumulative land area occupied during the operation of the solar energy facility. This shall include all areas and equipment within the facility's fenced perimeter boundary, including the solar energy system, onsite interconnection equipment, onsite electrical energy storage equipment, fencing, and any other associated equipment – as well as any site improvements beyond the facility's fenced perimeter boundary such as access roads, permanent parking areas, or other permanent improvements. The facility area shall not include site improvements established for impact mitigation purposes, including but not limited to vegetative buffers and landscaping features.

Fenced Perimeter – Any section(s) of Facility Area that is required by regulation or by the Planning Commission to be surrounded by security fencing that meets NEC requirements.

Forest and Woods – for the purpose of this Law, the terms forest, woods, woodlands, timberlands, wood lot and other reasonably synonymous terms shall describe any contiguous land-area where the dominant cover-type of the land is trees, covering at least 25% of the area. Forests and woods typically have thirty (30) years of uninterrupted growth or has surpassed the shrubland stage of primary succession.[1]

Glare - The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort or loss in visual performance and visibility in any material respects.

Ground-Mounted Solar Energy System - A Solar Energy System which is secured to the ground via a pole, ballast system, or other mounting system; is detached from any other structure; and which generates electricity for onsite or offsite consumption. For the

[1] Combination of the definition of "shrubland" from University of New Hampshire and definition of "forest" from The Society of American Foresters.

purposes of this Solar Energy Facility law, systems affixed to canopies, such as carports in parking lots or driveways, shall be considered a ground-mounted system.

Immaterial Modifications - Changes in the location, type of material or method of construction of a solar energy system that will not: (1) increase the system's area by more than 5 percent (exclusive of moving any fencing) from original approval, (2) result in any new or additional adverse environmental impact not already reviewed and accepted for the project by the Town Planning Commission; (3) cause the project to violate any applicable setbacks or other requirements of this Law; or (4) cause the project not to conform to the State Environmental Quality Review determination or findings issued by the Planning Commission.

ISAOA – Its Successors and Or Assigns.

Kilowatt (kW): A unit of power equal to 1,000 watts. The nameplate capacity of solar energy systems may be described in terms of kW.

Material Safety Data Sheet (MSDS) – is a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product.

Megawatt (MW): A unit of power equal to 1,000 kW. The nameplate capacity of solar energy systems may be described in terms of MW.

Mineral Soil Groups 1-4 (MSG 1-4): Soils recognized by the New York State (NYS) Department of Agriculture and Markets as having the highest value based on soil productivity and capability, in accordance with the uniform statewide land classification system developed for the NYS Agricultural Assessment Program.

Nameplate Capacity: A solar energy system's maximum electric power output under optimal operating conditions. Nameplate Capacity may be expressed in terms of Alternating Current (AC) or Direct Current (DC).

Nationally Recognized Testing Laboratory - A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

Non-Participating Property - A property not owned or leased by the solar energy system operator, nor having any land use agreement or easement related to the system.

Participating Property - A property owned or leased by the solar energy system operator, or a property having any land use agreement or easement related to the system. Where

multiple adjacent properties under single ownership are participating in a solar energy system, the combined lots shall be considered as one for the purposes of applying setback requirements.

Point of Interconnection (POI) – the point at which power is delivered to an electrical distribution or transmission system and usually represents demarcation between the Solar Energy System and utility owned electrical infrastructure.

Renewable Energy Substation – An electrical substation used in the generation, transmission, and/or distribution system directly associated with and constructed for a Solar Energy System. Not including utility owned electrical substations already in existence prior to Solar Energy System construction, unless said substation is within the solar Facility Area, and, modified for the Solar Energy System's use, and owned by the Solar Energy System legal entity.

Roof-Mounted Solar Energy System – A series of solar panels on the roof of any legally permitted building and/or structure for the purpose of producing electricity for on-site and/or off-site consumption.

Severe Weather Event: As defined by the National Weather Service, events such as: floods, tornados and thunderstorm that produces a tornado, winds of at least 58 mph, and/or hail at least 1" in diameter.

Shrubland: For the purpose of this law the terms Shrubland, Brushland, Brush, Scrub Brush, Overgrown, other reasonably synonymous terms shall describe lands with thickets of shrubs and young trees mixed with scattered grasses and wildflowers. Shrubland are areas where open space has been left alone, unmaintained and unmowed for approximately twenty-five to thirty years before becoming early successional forest.[2]

Solar Access - Space open to the Sun and clear of overhangs or shade so as to permit the use of active and/or passive solar energy systems on individual properties.

Solar Collector - A solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure affixed to the ground, a building, or other structure that harnesses solar radiation to directly or indirectly generate thermal, chemical, electrical, or other usable energy, or that reflects or concentrates solar radiation to a solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure that directly or indirectly generates thermal, chemical, electrical, or other usable energy.

[2] Definition from University of New Hampshire. https://extension.unh.edu/resource/shrublands

Solar Energy Equipment - Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System – Also called solar energy facilities, components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. A Solar Energy System is classified as a Tier 1, Tier 2, Tier 3, Tier 4, or Tier 5 Solar Energy System as follows.

A. Tier 1 Solar Energy Systems include the following:
    a. Roof-Mounted Solar Energy Systems.
    b. Building-Integrated Solar Energy Systems.
    c. Roof mounted Solar Water Heater systems for the purpose of supplying domestic hot water to the property it is located on, and for no other purpose.

B. Tier 2 Solar Energy Systems include the following:
    a. Ground-Mounted Solar Energy Systems not included under Tier 1 with a Nameplate Capacity of up to 25 kW AC with a Facility Area of up to 600 sq-ft.
    b. Ground mounted Solar Water Heater systems with a Facility Area of up to 600 sq-ft, for the purpose of supplying domestic hot water to the property it is located on, and for no other purpose.

C. Tier 3 Solar Energy Systems include the following:
    a. Ground Mounted Solar Water Heater systems not included under Tier 1 or Tier 2.
    b. Ground-Mounted Solar Energy Systems not included under Tier 1 or Tier 2 Solar Energy Systems with a Nameplate Capacity of up to 5 MW AC.

D. Tier 4 Solar Energy Systems include the following:
    a. Ground-Mounted Solar Energy Systems not included under Tier 1, 2 or 3 Solar Energy Systems with a Nameplate Capacity of up to 25 MW AC.

E. Tier 5 Solar Energy Systems are Solar Energy Systems and Solar-Thermal Systems which are not defined under Tier 1, 2, 3 or 4.

Solar-thermal systems – Solar thermal power/electric generation systems collect and concentrate sunlight to produce the high temperature heat needed to generate electricity. Including but not limited to linear concentrating systems, solar power towers, solar dish, solar engine, and similar systems.

Solar Water Heaters – Systems which use solar energy to generate domestic hot water typically for, but not limited to residential use. Systems may be roof or ground mounted.

TDE –Town Designated Engineer.

UL - Underwriters Laboratory, an accredited standards developer in the United States.

Uniform Code - The New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

## V. SECTION FIVE – APPLICABILITY

a. The requirements herein shall apply to all solar energy system and equipment installations modified or installed after the effective date of this law, excluding general maintenance and repair.

b. Solar energy system installations for which a valid building permit has been issued, or, if no building permit is presently required, for which installation has commenced before the effective date of this law shall not be required to meet the requirements of this law.

c. Modifications to an existing solar energy system that increase the system's area by more than 5 percent (exclusive of moving any fencing) from original approval shall be subject to this law.

d. A building permit shall be required for installation of all solar energy systems. All solar energy systems except Tiers 1 and 2 shall require evaluation and approval of a Town Designated Engineer.

e. All solar energy systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code ("Building Code") the NYS Energy Conservation Code, and the Town of Rotterdam Code.

f. To the extent that any other town law, rule or regulation, or parts thereof, are inconsistent with the provisions of this law, the provisions set forth in this law shall control only as they pertain to solar energy systems.

g. Any proposed solar energy system subject to review by the New York Board on Electric Generation and Siting and the Environment pursuant to Article 10 of the New York State Public Service Law, or the Office of Renewable Energy Siting pursuant to Article 94-c of the Executive Law, shall be subject to all substantive provisions of this law and any other applicable laws, codes, ordinances and regulations of the Town of Rotterdam, and any other applicable state or federal

laws. For the purposes of this provision, such systems shall be classified as Tier 4 herein.

## VI. SECTION SIX – PROHIBITIONS AND EXCEPTIONS

a. Installation of any sized solar energy systems on bodies of water or within regulated wetlands is prohibited.

b. No solar energy system shall be installed within a 100-year flood zone, defined as "A", or "AE" on FEMA Flood Maps.

c. Solar collectors that are integrated directly into building materials, such as roof shingles, and that are a permanent and integral part of and not mounted on the building or structure are exempt from the requirements of this law. However, all applicable building codes shall be met, and necessary permits obtained.

d. Portable solar collectors as part of vehicles, such as campers and similar, or other small, foldable systems meant for temporary use and not in place for longer than 30 calendar days are exempt from the requirements of this article. However, all applicable codes for their operation shall be met, and necessary permits obtained.

e. Tier 5 facilities, as defined above, are prohibited in all Zoning Districts in the Town of Rotterdam.

    i. Rationale: Pursuant to the Town of Rotterdam Comprehensive Plan, The Town of Rotterdam can generally be separated into two distinct areas. The eastern part of Town is mostly developed and urbanized and is the location of most of the Town's infrastructure. The western portion of the Town, however, is distinctly unique in its low level of development, rural character, agricultural lands, and diversity of natural resources. Rotterdam has established an overall policy establishing its desire to maintain its predominantly rural character in the western portion of our Town. Maintaining the rural character shall be accomplished by preserving agricultural landscapes, open space, important scenic views, fresh watersheds, floodplains, historic sites, conservation easements, trails, parklands, wetlands, wildlife, and appropriately sized infrastructure.

    ii. The Rural, Agriculture and Natural resources component of the Plan's Vision Map focuses on maintaining and protecting these key resources while supporting agricultural businesses and preserving natural resources.

iii. Local laws which apply to major renewable energy facilities are considered to be important by New York State (NYS) Executive Law § 94-c. Section 94-c (5)(e) expressly states that:

"A final siting permit may only be issued if the office makes a finding that the proposed project, together with any applicable uniform and site-specific standards and conditions would comply with applicable laws and regulations".

iv. The importance of local laws is manifest from this statement. In choosing to make this statement in the law, the State Legislature explicitly expresses the intent that the content of local laws shall be a very important consideration for the New York State Office of Renewable Energy Siting (Siting Office) in deciding whether to grant or deny permits for major renewable energy facilities. In crafting Section 94-c, the State Legislature would have been within its authority to supersede all local laws and regulations without referring to them or statement about them. So, the existence of this language in the statute represents a conscious choice by the State Legislature to make this statement that the Siting Office must find that the project, together with applicable uniform and site-specific standards, would comply with local laws and regulations.

v. The Town of Rotterdam specifically requests that, with regard to any proposed major renewable energy facility having a nameplate capacity of twenty (20) MW or greater or others being reviewed under NYS Executive Law Section 94-c (2)(h), that the NYS Office of Renewable Energy Siting honor and enforce this prohibition.

## VII. SECTION SEVEN – GENERAL REQUIREMENTS

The installation of a solar collector or panel, whether attached to the main structure, an accessory structure, or as a detached, freestanding or ground-mounted solar collector, shall meet all requirements of this section.

a. All proposed solar energy systems shall submit a Town of Rotterdam Solar Development Application and other associated items outlined herein.

b. All solar energy systems shall adhere to all applicable NYS and Town of Rotterdam building, plumbing, electrical, and fire codes. Except for conditions specified in this law, all systems shall comply with the provisions of the Town zoning ordinance for the zoning district in which they are located.

c. All solar collectors and their associated support elements shall, at the time of installation, be designed according to generally accepted engineering practice to withstand heavy snow loads and wind pressures applied to exposed areas by wind from any direction, to minimize the migration of light or sound from the installation and to minimize sight obstructions for adjacent structures or land parcels.

d. All solar collectors shall have anti-reflective coating(s) to reduce glare to the maximum extent practicable. All solar collectors and related equipment shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent properties or public roadways. Panels shall not reflect more than 2% of incoming sunlight.

e. All solar collectors and their associated support elements shall have a non-reflective finish and be of neutral paint colors to achieve visual harmony with the surrounding area.

f. All participating properties for solar energy systems shall have a single landowner. Solar energy system projects shall not be sited on more than one side of a public road, regardless of property ownership or municipality.

g. Ground-mounted solar energy system height shall not exceed 15 feet when oriented at maximum tilt.

h. When required, solar energy systems applicant shall pay all associated costs for application review, including but not limited to engineering, legal, environmental, planning, and the review required under SEQRA. When the Planning Commission determines that a review will require such costs, it shall provide an estimate to the applicant. Subsequently, such payment shall be made prior to commencement of full Planning Commission review after an initial meeting.

i. When solar energy systems are paired with BESS, it shall be noted in the Solar Development Application and be subject to applicable requirements of Town of Rotterdam's BESS code.

j. Visual Impact: A solar energy system shall not be installed in any location that would substantially detract from or block the view(s) of all or a portion of a recognized scenic viewshed, as viewed from any public road, right-of-way, or publicly owned land within the Town or that extends beyond the border of the Town.

k. Landscaping and Screening: Landscaping buffer areas shall be required between the Facility Area and adjacent property lines to screen the view of Tier 2 and larger systems. Buffer widths shall be as follows:

i. Tier 2: 25 feet and may be increased to a maximum of 100-ft by the Code Enforcement officer. The Planning Commission may alter or waive this requirement in the case of carport or canopy systems in parking lots.
ii. Tier 3: 50 feet and may be increased to a maximum of 100-ft by the Planning Commission.
iii. Tier 4: 200 feet. If the project is located in zones I-1 or I-2 the buffer width may be reduced to 100-feet or other reasonable width determined by the Planning Commission.

Buffers shall use existing vegetation to the fullest extent practicable. If existing vegetation does not provide the desired screening or buffer width it shall be supplemented with new landscaping to form a continuous hedge at least 14 feet in height at planting shall be required and maintained for the life of the project. Berms, solid fencing, and opaque enclosures are the least desirable method of screening but may be proposed in situations where existing or new landscaping for screening is not practical. New landscaping proposed for the project shall be species native to the region and selected by a Registered Landscape Architect. All landscaping and screening methods shall be maintained and replaced as necessary during the life of the project.

l. Lighting: Where lighting is required for solar energy systems, it shall be limited to lighting required for safety and operational purposes and shall be cast downward and shielded from all neighboring properties and public roads. Lighting shall be capable of manual or auto-shut off switch rather than motion detection. All lighting sources and fixtures shall fully shield and comply with International DarkSky lighting standards. No light source may exceed a maximum Correlated Color Temperature (CCT) of 3,000K. “Dusk to Dawn” lighting is prohibited.

m. Fencing: Where fencing is required per this law or NEC code, it shall encompass all solar collectors, electrical and control equipment, substations, batteries, and shall be labeled, and secured to prevent unauthorized access. Such equipment shall be enclosed with a seven (7) foot high fence or per most current NEC requirements. Fencing shall have a self-locking gate to prevent unauthorized access and shall be wildlife permeable/friendly by including one way wildlife gates every 1,000 linear feet of perimeter fencing (minimum of two). Fixed-knot woven wire or other wildlife friendly fencing and mixed used fencing is preferred and shall include areas that shall allow small-to-medium sized animals (e.g., turtles, racoons, birds, etc.) areas which to easily pass through. Fencing shall be located inside any landscaping buffer area required by this Law. Barbed wire fencing is prohibited.

n. Signage: Warning signage shall be placed on solar equipment to the extent appropriate. All signs, streamers, or similar items, both temporary and permanent,

are prohibited on solar equipment except the following, which must be posted at all points of Facility Area ingress/egress and any substation fencing:

i. Manufacturers or installer's identification;
ii. Appropriate warning signs and placards;
iii. Signs that may be required by a federal or state agency;
iv. Signs that provide a 24-hour emergency contact phone number and warn of any danger and signs that direct Fire department and Hazmat to emergency safety protocols. Said information shall be depicted within an area of no more than eight square feet.
v. As required by the NEC, disconnect and emergency shut off information shall be clearly displayed on a light-reflective surface.
vi. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
vii. No advertising signage is permitted.

o. Access Roads and Parking: Where required, roadways and parking will be provided to assure adequate operational and emergency access. Access roads will be reviewed for operational and fire safety purposes by the TDE, who may ask for the Local Fire Department's opinion of the proposed roads. Access roads shall be a minimum of width of 20 feet, and no greater than 26 feet wide. Adequate turnarounds shall be provided as determined applicable codes and the TDE. All roadways and parking areas associated with the solar energy system shall remain unpaved and, to the greatest extent practical, of pervious surfaces.

p. Site access: The fire break around the Facility Area fencing shall be accessible at all times and maintained at a level acceptable to the local fire department and emergency services, including snow removal. Snow removal on access roads shall be performed within 24 hours of a more than 6 inches snowfall, and at no point shall there be more than 6 inches of snow accumulation on the access roads through the course of winter season.

q. Slopes: Ground-Mounted Solar Energy Systems and associated equipment shall not be placed on slopes greater than 15 percent covering a minimum horizontal area of ¼ of an acre or 10.890 square feet and a minimum horizontal dimension of 10 feet. No earthwork may be done to for the sole purpose of altering natural slopes for placement of panel arrays to meet this requirement.

r. Site disturbance, including but not limited to, grading, soil removal, excavation, and soil compaction in connection with installation Facility Area shall be minimized to the greatest extent practical.

s. Agricultural Areas: Solar energy systems shall limit the use of agricultural areas within their project limits to no more than 10 percent of soils classified by the NYS Department of Agriculture and Markets' Agricultural Land Classification as mineral soils groups 1 through 4. All solar energy systems shall adhere to the Department of Agriculture and Markets' Guidelines for Construction Mitigation for Agricultural Lands. Tier 4 solar energy systems shall not be sited on lands shown on the Schenectady County Agriculture District Map.

t. Blasting is prohibited for the construction of all solar energy facilities.

u. There shall be no drilling within 500 feet of active wells for construction of Tier 3 and larger solar energy systems.

v. No pesticides or herbicides are to be used within the Facility Area for the lifetime of the project.

w. All electrical lines and wiring associated with solar energy systems shall be buried to the greatest extent practical and include necessary encasements in accordance with the NEC. For Tier 3 and 4 systems, the applicant is encouraged to use ground mounted equipment at the POI to avoid viewsheds impacts to sensitive receptors. The Planning Commission may waive this requirement if sufficient engineering data is submitted, which demonstrates that underground lines are not feasible or practical. The applicant is required to show the locations of all proposed overhead and underground electrical lines including substations, switchyards, junction boxes and other electrical components for the project on the site plan.

x. Where required and prior to final approval of a solar energy system, all engineering documents, including site plan, Stormwater Pollution Prevention Plan and Decommissioning Plan, etc., shall be signed and sealed by a New York State-licensed professional engineer. The solar energy system shall comply with all requirements of Article XXVI Erosion and Sediment Control of Town Code, and applicable New York State laws periodically amended over time. The site shall be designed to avoid adverse changes to drainage, runoff, and overall site hydrology, which could impact both participating and other non-participating properties.

y. The Planning Commission or Town Code Enforcement Office may request any other information or documentation reasonably required for review or approval of an application, as applicable.

## VIII. SECTION EIGHT – TIER 1 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed in all zones.

b. Applications, Approvals, Fees, and Permits: Solar Development Application and Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

c. Setbacks:

1. Tier 1 systems are affixed to structures that shall conform to the setbacks in the subject zoning district. If the structure is existing and nonconforming with its zone requirements, setbacks shall be to the extent the structure remains lawful under other provisions of Town Code.

d. Specific Requirements:

1. Tier 1 systems shall not exceed the maximum allowed height of the principal use in any zoning district.

2. Tier 1 systems shall be mounted as flush as possible to the roof. Solar panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher. Solar panels on pitched roofs shall be installed at the same angle as the roof's surface with a maximum distance of eight inches between the roof and the highest edge of the system. Solar panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached. To achieve proper solar orientation, panels may exceed the roofline by five feet.

3. In order to ensure firefighter and other emergency responder safety, except in the case when solar panels are installed on an accessory structure less than 1,000 square feet in area, there shall be a minimum perimeter provides a 36 inches wide access pathways area around the edge of the roof to provide space on the roof for walking around all solar collectors and panels.

4. All Tier 1 systems shall be required to display a permanent plaque or directory placed in an exterior location near the main or front entry of a residence or other structure that is readily visible to firefighters to identify system disconnect(s) location. The plaque or directory shall meet all New York State Building Code standards for reflection, lettering, and color for easy visibility.

## IX. SECTION 9 – TIER 2 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed in all zones.

b. Applications, Approvals, Fees, and Permits: Solar Development Application and Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

c. Setbacks:
   1. All Tier 2 systems shall be set back from the property line by the greater of 25 feet or the otherwise applicable setback in the subject zoning district.

d. Specific Requirements:

   1. All applicable requirements listed under Section 7 of this Law.

   2. Tier 2 systems shall only be permitted in the side or rear yards of properties. In the case of carport or canopy systems, the applicant may apply to the Planning Commission for consideration of Tier 2 systems in front yards for parking lots and commercial use.

   3. The area beneath Tier 2 systems shall be included in calculating lot coverage requirements for the subject zone.

   4. The installation of Tier 2 systems shall be considered a land development activity for purposes of Article XXVI of Town Code.

   5. Ground-mounted solar energy system shall have views minimized from adjacent properties to the extent reasonably practical. Solar energy equipment shall be located in a manner to reasonably avoid and/or minimize blockage of views from surrounding properties and shading of other properties.

   6. All Tier 2 systems shall be required to display a permanent plaque or directory placed in an exterior location near the main or front entry of the property or other structure that is readily visible to firefighters to identify system disconnect(s) location. The plaque or directory shall meet all New York State Building Code standards for reflection, lettering, and color for easy visibility.

## X. SECTION 10 – TIER 3 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed in all zones.

b. Applications, Approvals, Fees, and Permits: Solar Development Application; Site Plan, Special Use Permit approval process; Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

c. Setbacks:

1. All Tier 3 systems shall be set back from the property line by 100 feet as measured to the fenced perimeter of the Facility Area.

2. The following may not be subject to required property line setback herein unless otherwise directed by the Planning Commission.
    i. Access roads proposed from a public road to the fence of a solar energy system, including any stormwater management, or other necessary infrastructure installed for the purpose of this access road.
    ii. POI connections to electrical distribution systems on public roads or utility right of ways.

d. Specific Requirements:

1. All applicable requirements listed under Section 7 of this Law.

2. Facility Area shall not exceed 50 percent lot coverage, except in Agricultural Districts which shall not exceed 30 percent lot coverage.

3. All requirements of Article XVII Site Plan Approval and Article XIX Special Use Permit. In addition to these sections, Site Plans for the application shall also contain the following:
    a. Location map showing types of existing structures and uses on the site, public roads, and other properties within 2,500 feet of the boundaries of the site including any bordering municipalities.
    b. Site plan shall provide surveyed data of abutting properties to the Participating Property parcel(s) showing all principle and accessory buildings (residential and commercial), roads, utilities and private or public wells; and labeling distances from those features to the Participating Property boundary;
    c. Location and description of all solar energy system components, whether on site or off site, all above and below-ground utility lines on the site, transformers, POI, Renewable Energy Electrical Substations when required for project, fencing, laydown, and storage areas to be used as part of construction and other ancillary facilities or structures;
    d. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures.
    e. Label all setback distances as required by Town laws;

4. Part 1 of a full a Full Environmental Assessment Form for SEQRA.

5. Upon receipt of an application, the Town requires proof of mailing, at the Applicant's expense, a notice of the proposed project to all owners of property within a one (1) mile radius of the Participating Property boundaries regardless of municipality. Notices shall contain a summary of the project, a designated contact person, with telephone number, e-mail address, and mailing address from whom information will be available on a going forward basis.

6. An electrical diagram detailing the solar energy system installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices identified.

7. Manufacturer data on all proposed solar energy system components.

8. Documentation of access to the Facility Area via a lease agreement or other instrument to show the landowner's consent to the project.

9. Documentation of utility notification, including proof of interconnection agreement. Projects not viable to the utility company shall not be considered by the Planning Commission.

10. Decommissioning plan, including cost estimate and description and form of financial surety as described in other sections of this law.

11. Deforestation: Previously cleared or disturbed areas are preferred locations for solar projects.

    a. Forested lands and woodlands shall not be deforested to construct solar energy facilities.

    b. Shrubland, isolated trees or stand of trees in otherwise open space may be cut. However, clear cutting of trees more than three inches in diameter at breast height in a single contiguous area exceeding 20,000 square feet is prohibited. This clearing restriction shall apply to trees cleared for entire facility area, in and outside fenced perimeter of facility area, and on the participating properties.

    c. The applicant will be required to retain the services of a qualified arborist and/or forester to define, delineate and certify in writing the limits of forest, shrubland, and tree stands. if there is uncertainty in the participating properties' land covers.

d. Removing trees beyond what is deemed necessary by the Planning Commission to install and maintain the solar energy systems shall be prohibited.

e. Unless waived or altered by the Planning Commission, trees more than three inches in diameter at breast height that are removed from shall be replaced at a 1:1 ratio on the participating properties, or at other locations within the Town of Rotterdam agreed to by the Planning Commission and involved landowners.

Any portion of a property that has been clear-cut in excess of the area described in the paragraphs above shall not be included in an application for a solar energy facility for a period of three (3) years following such clear-cutting. The applicant shall submit aerial imagery of the participating properties for a period of three (3) years prior to the date of application.

12. Renderings: Applicant shall provide a photo simulation by an independent third-party vendor, with scaled color visual renderings to demonstrate the adequacy of proposed buffering/screening at the completion of construction of the solar energy system, and similar visual renderings of the projected maturation of the buffering/screening at five years and 10 years after completion of the solar energy system. The Planning Commission may require the above renderings from multiple angles or perspectives as they deem appropriate.

13. Acoustical noise studies by an independent third-party vendor shall be submitted with the application, which provide analysis of all noise-generating equipment that may be included in the project, including for construction. Noise generated from the solar energy system's components and associated ancillary equipment, including but not limited to transformers, inverters, storage devices, substations, and tracking motors shall provide for no discernable difference from existing noise levels at property lines. The study shall contain:

    a. Actual measurements of existing daytime and nighttime ambient noise at the boundary of the participating properties. Ambient noise testing locations and schedule shall be discussed with the Planning Commission before testing takes place.
    b. Proposed noise model to predict potential increase in noise from the project for pre-construction and post-construction conditions at both the project boundaries and nearest adjacent receptors (neighboring houses, etc.).
    c. Nosie studies shall follow industry norms and report their findings using A-weighted methodologies.

The Planning Commission may require additional analysis as they deem appropriate and may require noise mitigation or additional setbacks as needed to meet this requirement.

14. Glare studies prepared by an independent third-party vendor shall be submitted with the application, which shall demonstrate that any glare or heat to be produced by the solar project does not have a significant adverse impact on neighboring properties or roadways. The study shall:
    a. Be prepared to determine predicted glare caused by the proposed solar energy system or facility that may affect off-site property locations and effecting residences and view sheds, which shall be referred to as solar equipment glare.
    b. Include a statement of projected glare impact, certified, and signed by a qualified specialist or Professional Engineer, stating the proposed glare impact analysis is accurate.
    c. A post-construction glare monitoring plan shall be submitted, which at a minimum, requires annual certification by a qualified specialist or Professional Engineer of the applicant or facility owner that the solar energy system or facility conforms to the requirements of this section. If no complaints regarding glare are filed with the Town in the initial two-year period after the system or facility becomes operational, the applicant/ facility owner may request that the annual certification be suspended.

15. A storm water pollution prevention plan in accordance with all requirements of Article XXVI Erosion and Sediment Control, and applicable New York State laws periodically amended over time, shall be submitted for review and approval by the Town's MS4 office and the TDE.

16. A 15-foot-wide fire break, in accordance with NYS Fire Code, shall be maintained around the immediately outside the fenced permitter of the Facility Area.

17. As part of the Operation, Safety and Maintenance Plan in Section 13 of this Law, the applicant shall document existing firefighting resources near or on the Participating Properties that may include, but not limited to: distance to nearest fire hydrant, dry hydrants, ponds, or other waterbodies sufficient for drawing water in emergency situations. If firefighting resources do not exist within a reasonable distance to the project, the Planning Commission, in consultation with the local fire department and TDE may require retention ponds and dry hydrant construction to meet firefighting needs.

18. Construction Hours and Guidelines: Drilling or pile driving for racking foundations or other equipment, truck idling and deliveries shall be limited to Monday through Friday between the hours of 8 a.m. and 6 p.m. and shall not be conducted outside these hours, or on Saturdays, Sundays, and Federal holidays recognized by New York State. Truck idling in excess of 5 minutes is prohibited by State Law, and when it is to legally occur, shall only take place during construction hours listed above. All other activities may follow construction hours guidelines in other sections of Town Code. If, due to safety, emergency or continuous operation requirements, construction activities are required to occur beyond the allowable work hours, the applicant shall notify the Town Code Enforcement Office with forty-eight (48) hours advanced notice, unless such construction activities are required to address emergency situations. In such cases, as much advance notice as is practical shall be provided. Violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations.

19. Construction Equipment Noise: Construction equipment and all trucks delivering to the site shall use alternatives to back-up beepers such as warning alarms, white noise systems, flaggers/spotters, and other OSHA approved systems. Violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations.

20. Within 30 days after completion of the solar energy system, the applicant shall file in the Code Enforcement Office a post-construction certification from a professional engineer registered in New York State stating that the project complies with applicable codes and industry practices and has been constructed and is operating according to the design plans. The applicant shall further provide certification from the utility that the facility has been inspected and connected.

## XI. SECTION 11 – TIER 4 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS

a. Zones Allowed: Allowed by right in Zones I-1 and I-2. Allowed by Solar Energy Overlay District in any other zone pending approvals listed below.

b. Applications, Approvals, Fees, and Permits: Solar Development Application; Site Plan, Special Use Permit approval process; Solar Energy Overlay District Approval; Building Permit. Fees in accordance with the most current version of the Town of Rotterdam Fee Schedule.

i. A pre-submission conference with the Town is required. The applicant shall provide the opportunity for an on-site visit by any interested Town committee or board members.

c. Setbacks:

1. Tier 4 systems located in zones I-1 and I-2 shall be set back from the property line by 100 feet as measured to the fenced perimeter of the Facility Area. The setback shall be increased to 500 feet for all other zones.

2. Renewable Energy Substations systems shall be set back 750 feet from property lines and 900 feet from active water wells.

3. Tier 4 Facility Areas shall be setback at a minimum of 200 feet from regulated wetlands, ponds, and streams, unless otherwise waived from this requirement by the Planning Commission upon receiving proper permit from regulatory agency.

4. The following may not be subject to required property line setback herein unless otherwise directed by the Town of Rotterdam Planning Commission.

a. Access roads proposed from a public road to the fence of a solar energy facility, including any stormwater management, or other necessary infrastructure installed for the purpose of this access road.

d. Solar Energy Overlay District: In order for Tier 4 systems to be sited in areas of the Town outside of Zones I-1 and I-2, the applicant must petition the Town Board to amend the Town of Rotterdam Zoning Code and Map to include a Solar Energy Overlay District over the Participating Properties. The purpose of the overlay district is to preserve existing zoning where a Tier 4 project is proposed and add to it a use for such a facility, with any condition(s) the Town Board deems necessary to include. Petitioning for this overlay district shall follow all procedures for such process under State and Town law.

e. Escrow for Review and Operations: Tier 4 projects will require more oversight and services by the Town and their selected consultants. In addition to the normal escrow requirements of section 7, the account shall also include adequate funding for any necessary mailings by the Town, construction inspection, annual inspections, and for monitoring during operation of the facility. The escrow account shall be replenished when required by the Town and shall be maintained for the life of the project. Failing to replenish the account may result in postponing the review of a project or activating the Decommissioning Agreement.

f. Specific Requirements:

1. All applicable requirements listed under Section 7, and all requirements of Section 10 (d) of this Law.

2. Application materials must contain a statement clearly indicating how the proposed facility is consistent with Comprehensive Plan and Open Space Plan.

3. The Applicant shall disclose the full scope of the planned size of the project, including any other involved municipalities, and shall not segment the application for purposes of reducing the apparent significance of proposed plans. Where the Planning Commission or Lead Agency has substantial proof that the ultimate scope of the project may exceed that which is actually being proposed by the Applicant, it shall conduct its review and base its findings on the larger potential scope.

4. Solar Energy Systems shall not be placed on properties included on or in the viewshed of New York State or Natural Register of Historic Places or has submitted an application for inclusion as historic and/or culturally significant resources to the New York State Historic Preservation Office.

5. Solar Energy Systems shall not exceed a maximum project size of 100 contiguous acres.

6. No solar energy systems of Tier 4 and greater may be within a 2.5-mile radius of any other facility of Tier 4 size or greater, regardless of municipality.

7. Solar energy systems of Tier 4 and greater shall not be located above the elevation of 1,000 feet (NAVD 88), or along ridgelines and on hilltops.

8. In addition to Section 10(d)(5) of this Law, required notice to surrounding landowners shall contain a link to a project website, created and paid for by the applicant, which is meant to disseminate information to the public. At the Applicant's expense, publication of notice of application shall be made in newspapers designated by the County of Schenectady and Town of Rotterdam for same. Notice shall also be provided to each member of the State and County Legislature in whose district any portion of the proposed solar facility is located in, or which district the project abuts upon.

9. Upon submission of an application, the Applicant shall conspicuously post signage on the frontage of participating properties at all roads abutting the proposed project and at the proposed entryways/exits to the project. Signage must be at of sufficient size to contain the name of the proposed project, the application number, a rough concept map of the project, and contact information for the developer as well as a

proposed project website address. Signage shall be sized and placed at a safe distance from the public roadway as to not interfere with sight distance on the roadway or any adjacent driveways.

10. In addition to Noise Studies requirements under Section 10(d) of this law, within 90-days of project completion the applicant or facility owner shall conduct a post-construction noise sampling shall at locations and schedule discussed with the Planning Commission prior to testing. If noise sampling is found to be greater than predictions the Applicant may be required to mitigate the sound to a level sufficient to the Planning Commission. Failure to implement mitigation measures within 90-days of notice will result in Abandonment of the project and Decommissioning will commence. The applicant may request one (1) 90-day extension if reasonable evidence that the requested measures cannot be completed in 90-days. Further, violations and penalties of this provision shall be in accordance with other sections of Town Code concerning noise violations. The town may use the project's escrow account to hire an independent, third-party engineer/noise monitor to oversee compliance with noise requirements and the ongoing obligation of same for the lifetime of the project.

11. A GIS viewshed analysis of the Zone of Visual Impact (ZVI) prepared by an independent third-party vendor; defined as the area from which the proposed undertaking may be visible within a one-half mile (0.5) buffer around solar fields covering 4 to 39 acres in size, a one-mile buffer around solar fields covering 40 to 60 acres, a three-mile buffer for solar fields covering 61-80 acres, and a four-mile buffer for solar fields covering 81-100 acres. Positive visibility of the solar field must be based upon bare-earth topography only (do not factor in vegetation). Forested lands shall be assigned a height of 30 feet unless otherwise factually disputed. The analysis should be presented as an orthorectified aerial base map with the buffer boundary and project area indicated and ZVA highlighted. A visual analysis shall be provided from all property owners immediately adjacent to the proposed solar energy system. The analysis shall be for each season and from the building face at eye level from grade. The visual analysis will quantify the severity of the visual impact. A balloon study which provides aerial viewshed maps, model-massing, and photorealistic simulations shall be performed if deemed necessary by the Planning Commission. All required tests must comply with specific balloon test performance criteria and simulation guidelines of the National Park Service and the Bureau of Land Management.

12. In addition to landscaping requirements within this law, the applicant shall prepare a vegetation management plan that includes a list of all proposed plantings and seeding mixes, summarizes clearing operations, discusses the location of offset plannings if offsets are required, provides information on protection of pollinators

and perennial vegetation, and lists the methods and frequency of vegetation maintenance.

13. Wildlife: Development and operation of solar energy systems shall have no significant impact on fish, wildlife, or plant species or their critical habitats, or other significant habitats identified by the Town or other federal or state regulatory agencies. To assure this condition the following must be provided:

    a. Environmental Resource Map: The Applicant shall generate a site map delineate sensitive environmental features (wetlands, slopes, soils, land covers, etc.) along with other site information to identify and describe how the proposed solar energy system shall avoid or mitigate adverse impacts to these resources. Lands that have the highest ecological value as evidenced by large, continuous areas of forest, undisturbed drainage areas, wetlands or NYSDEC identified critical habitats or rare plant and animal populations shall be avoided.
    b. Wildlife Habitat Assessment: The Applicant shall employ an independent third-party with qualifications as an ecologist to generate a habitat assessment. The assessment shall include:
        i. A sketch map (e.g., drawn on an aerial photo image) depicting the habitats and watercourses on and near the property along with roads, existing structures, and other features that would help the applicant and the town understand the spatial relationships of existing natural and cultural features.
        ii. Describe the habitats and ecological communities on and near the site, using classifications from standard references relevant to this region.
        iii. Summarize species evident to ecologist that may inhabit the participating properties and surrounding areas.
        iv. Note any species of concern, threatened, endangered or otherwise.
        v. Address on-site bird and bat migration, nesting, and habitat surveys and recommend or conduct surveys for such species during the appropriate seasonal windows during the year prior to submittal of an application.
        vi. Discuss potential impacts due to the proposed Solar Energy System, and potential mitigation if required,
        vii. Cite all sources and references, including using the most recent New York State Department of Environmental Conservation survey protocols for grassland birds and winter raptors. For other wildlife, applicants shall follow NYSDEC guidance on appropriate survey methods.

c. Provide additional wildlife surveys as required based on the findings of the Habitat Assessment, or as required by federal, state, and local agencies.

d. The applicant shall hire an independent, third-party environmental monitor to oversee compliance with environmental commitments and siting requirement, and the ongoing obligation of same for the lifetime of the project. The environmental monitor shall perform regular site inspections of construction work sites and provide annual inspections of the completed solar energy system at the expense of the developer, ATIMA, ISAOA.

14. Designated traffic routes for construction and delivery vehicles to minimize traffic impacts, wear, and tear on local roads, and impacts on local business operations shall be proposed by the applicant and reviewed by the Planning Commission. At the Planning Commission discretion, a Road-Use Agreement may be required for the desired traffic route.

15. Well water and ground contamination testing shall be required for all Tier 4 and greater projects.

    a. The applicant, Town, and TDE shall develop a list of potential contaminants that will be tested for, and the location of testing based on the proposed equipment for the Tier 4 facility prior to testing.
        viii. List of contaminants that may be tested for includes but is not limited to: sulfuric acid, mercury, nickel, cadnmium (known Carcinogen), cadnium telluride, lead, lithium, cobalt, lithium, iron, arsenic, silicon, copper, silver, selenium, copper indium selenide, copper indium gallium, diselenide, (di)selenide, hexafluoroethane, polyvinalm fluoride, PFAS, and any other contaminant required for testing by the Town, County or State for this type of facility at the time testing takes place.
    b. At the applicant's cost, a escrow account with the Town shall be established to provide an independent third-party testing agency that may provide testing of the Facility Area and of water wells on properties within 1000-ft of the facility area.
    c. At the applicant's expense, notice shall be given to all property owners within 1000-ft that water well testing is available.
    d. Pre-construction testing: Initial testing shall take place within 12-months of establishing special escrow account. Test results for the Participating Properties shall be furnished to the Town. Results for adjacent properties will be given to the property owner to be shared at their discretion.
    e. Post-construction testing: Post-construction testing shall take place within 24-months of final construction of the Tier-4 facility. Test results

for the Participating Properties shall be furnished to the Town. Results for adjacent properties will be given to the property owner to be shared at their discretion.

## XII. SECTION TWELVE – REQUIRED AGREEMENTS

The following applies to Tier 3 and greater solar energy systems, unless waived or altered by the Planning Commission.

a. Road Use Agreement: The applicant shall execute a road use agreement with the Town if town roads are to be used for the project. Prior to the issuance of the building permit and commencement of construction, an existing condition assessment of the proposed hauling routes using town roads shall be undertaken by the applicant at the applicant's expense. Any damage to a Town road during construction caused by the operator or its subcontractors shall be repaired or reconstructed to the satisfaction of the Town Highway Superintendent at the operator's expense.

b. Performance Guarantees: The Town will require the applicant or facility owner to provide, prior to construction, a performance bond or cash escrow that names the Town of Rotterdam as the beneficiary, to ensure proper operation and maintenance of all below noted facilities, both during and after construction and until the solar energy facility is removed from operation. If the applicant or facility owner fails to properly operate and maintain below noted facilities, the Town, after giving reasonable notice for non-emergencies, may draw upon the account to cover the costs of proper operation and maintenance, including engineering and inspection costs. After which, the account shall be replenished by the applicant or facility owner within 90 days, or else the facility will be considered abandoned, and decommissioning shall be enacted.

    i. Facilities for performance guarantees:
        1. All proposed landscaping and screening for the project in the amount of 50 percent the installed cost.
        2. Stormwater management and erosion and sediment control facilities required for the project in the amount of 50 percent the installed cost.
        3. Any other facility as part of the proposed project, deemed necessary for inclusion to this section by the Planning Commission.

c. Decommissioning: The applicant shall execute a decommissioning agreement and financial surety as described in Section Fourteen of this law.

d. Indemnification: The applicant system shall execute an indemnification agreement with the Town. The agreement shall require the applicant/owner/operator to at all times defend, indemnify, protect, save, hold harmless and exempt the Town and its

officers, councils, employees, attorneys, agents and consultants from any and all penalties, damages, costs or charges arising out of any and all claims, suits, demands, causes of action or award of damages whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of or be caused by the placement, construction, erection, modification, location, equipment's performance, use, operation, maintenance, repair, installation, replacement, removal or restoration of said solar energy system, excepting however any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town or its employees or agents. With respect to the penalties, damages or changes referenced herein, reasonable attorneys' fees, consultant fees and expert witness fees are included in those costs that are recoverable by the Town.

e. Payment in-lieu of Taxes: The applicant shall enter into an agreement for a payment in lieu of taxes (PILOT) with the Town Board pursuant to Real Property Tax Law Section 487. This PILOT agreement shall be reviewed and approved by the Town Board. A PILOT agreement executed with the county IDA, acceptable to the Town Board, in its sole discretion, for the solar energy system may serve to meet the requirements of this section.
    i. No building permit shall be issued, or construction commenced for a solar energy system until such time as the PILOT agreement has been executed by all parties and recorded at the Office of the County Clerk.
    ii. The PILOT shall run to the benefit of the Town and School District, and be executed by the operator and the owners of the real property upon which the solar energy system is to be located and such signatures be notarized in such a way that allows the PILOT agreement to be recorded at the Office of the County Clerk. Prior to commencement of construction, the PILOT agreement shall be recorded at the Office of the County Clerk as a lien on the property and indexed against the property/properties upon which the solar energy system is to be constructed. The intent of this provision is so that should the operator of the solar energy system default with regard to the PILOT agreement, such obligation will become the responsibility of the then owner of the property upon which the solar energy system is sited and failure to satisfy the terms of such agreement will permit the Town to enforce such agreement against the owner.

f. Community Host: Applicable to only Tier 4 and higher systems, an Open Space Public Benefit Fee shall be paid to the Town as part of site plan approval. Tier 4 Solar Energy Systems constitute a unique land use that impacts the Town's ability to retain its suburban and rural aesthetic and occupies large swaths of green space while converting open and/or agricultural lands with potential for more suitable development.

i. The Planning Commission, as part of its site plan approval for any Tier 3 Solar Energy System, will require a Fee of seven thousand dollars ($7,000) per acre, or portion thereof; amount to be based upon all land occupied within the fenced area, as described in Section 7, 2, B, including all solar panels, storage, and related equipment.
ii. Upon the recommendation of the Planning Commission, the Town Board may reduce this fee to two thousand five hundred dollars ($2,500) per acre of land, if the dedication of equal or better-quality land (fee simple absolute) is accepted by the Town Board.
iii. Fees collected pursuant to this section shall be allocated to funds designated for parkland or open space at the Town Boards discretion.
iv. Open Space shall have the following meaning; any space or area characterized by natural scenic beauty whose existing openness, natural condition, or present state of use, if retained, would enhance the present or potential value of abutting or surrounding development or would maintain or enhance conservation of natural or scenic resources. For the purposes of this definition, "natural resources" shall include, but not be limited to, agricultural lands defined as open lands actually used in bona fide agricultural production.

## XIII. SECTION THIRTEEN – SYSTEM OPERATIONS AND SAFETY

The following applies to Tier 3 and greater solar energy systems, unless waived by the Planning Commission.

a. Operation, Safety and Maintenance Plan: The applicant shall submit a comprehensive operation, safety and maintenance plan that addressing the following:
    i. Contains an executive summary sheet at the front of the document which clearly shows the following:
        1. Facility owner information and contact, both phone and current email address.
        2. Landowner information and contact, both phone and current email address.
        3. An emergency contact phone number for a competent person who can be to the facility within one (1) hour or less notice. The individual shall have access to the facility gates, knowledge of the site and able to quickly identify electrical disconnect locations.
        4. An emergency contact at the Utility Company associated with the solar energy system POI.
        5. Contact information for company or individual responsible for regular maintenance and landscaping of the site.

ii. Describes continuing maintenance and upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code and all applicable codes. Shall address the following:

1. Broken panels and any other damaged or malfunctioning equipment shall be removed, replaced, or repaired from the site within 30 days of discovery or notification of problem at the expense of the developer, ATIMA/ISAOA.
2. System equipment, grounds, fencing and buffer areas shall be maintained in good condition by the operator.
3. Plant growth shall be controlled by mowing or grazing.
4. The use of herbicides and pesticides within the Facility area is prohibited.
5. Only DEC approved cleaning products applied by DEC approved applicators are allowed.

iii. The applicant shall prepare an Emergency Operations Plan in cooperation with town emergency service providers, which will become part of the Operation, Safety and Maintenance Plan. A copy of the approved plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials and emergency responders. The emergency operations plan shall include the following information:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

2. Procedures for inspection and testing of associated alarms, interlocks, and controls.

3. Procedures to be followed in response to notifications from the solar energy system that, when provided, could signify potentially dangerous conditions, including shutting down equipment, summoning service, and repair personnel, and providing agreed upon notification to fire company personnel for potentially hazardous conditions in the event of a system failure. All means of shutting down the solar energy system shall be clearly marked.

4. The property must be inspected after a National Weather Service designation of a Severe Weather event to ensure that the property did not sustain damage. Reports of said inspection shall be filed with the Town Building Inspector.

5. Emergency procedures to be followed in case of fire, explosion, release of liquids, oils, or vapors, damage to critical moving parts, or other potentially dangerous conditions.

6. Response considerations similar to a material safety data sheet (MSDS) that will address response safety concerns and extinguishment when an MSDS is not required.

7. Procedures for dealing with solar energy system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged equipment from the facility. System owner shall provide guaranteed non-emergency and emergency response times of a qualified subject matter expert to the DPW and local emergency responders.

8. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.

9. Procedures and schedules for conducting drills of these procedures and for training local (all agencies within 15 miles) emergency responders on the contents of the plan and appropriate response procedures. Training shall be taught by a New York State certified instructor, performed annually, and shall include local and mutual aid emergency responders. Training and specialty equipment shall be paid for by the developer, ATIMA/ISAOA.

10. The system owner shall notify the local fire department, county emergency management office and the town building inspector at least one week prior to any scheduled maintenance or equipment swap out.

11. In the event of a fire, all contaminated soil must be removed and disposed of properly, in accordance with all applicable laws.

b. Consultation with Town Emergency Services: The applicant shall arrange an on-site meeting with the fire department having primary coverage of the project area

and any other associated emergency service provider or Town department, to review the components of the system, safety issues and procedures for emergency response. This shall include details on the location of labeled warnings, access to the site, and emergency disconnection of the system. A draft version of the Operation, Safety and Maintenance Plan described above shall be made available to attendees of this meeting at least seven (7) calendar days before. The applicant shall take feedback from attendees and amend the Operation, Safety and Maintenance Plan as needed.

c. Ownership Changes: If the owner or operator of the solar energy system changes or the owner of the property changes, all requirements of the special use permit shall remain in effect. Approval to operate the system shall continue, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, security, escrow, and any other binding agreements. A new owner or operator of the solar energy system shall notify the Code Enforcement Officer and the Town Supervisor of such change in ownership or operator 30 days prior to the ownership change. All the terms set forth herein shall be binding on developers, ATIMA/ISAOA.

d. Annual Report/Inspection: On a yearly basis, the solar energy system owner shall provide the Town a report showing the rated capacity of the system and the amount of electricity that was generated by the system and transmitted to the grid. The report shall be submitted no later than 30 days after the end of the calendar year. Additionally, an applicant/operator shall hire an independent, third-party engineer/inspector approved by the Town to oversee compliance with site and operational requirements and the ongoing obligation of same for the lifetime of the project. The engineer/inspector shall perform a site inspection if a complaint regarding the solar energy system and any of its components is made to the Town of Rotterdam Code Enforcement Officer. Annual inspections of the completed solar energy system shall be performed at the expense of the developer, ATIMA, ISAOA.

e. Project Changes: Any changes to the solar energy system that occur after final approval from the Planning Commission, except for immaterial modifications as defined herein, shall be done by amendment to the special use permit only and shall be subject to the requirements of this law.

Unless expressly limited by a condition imposed in the permit, the Code Enforcement Officer, or other Town designee may, during project construction, allow immaterial modifications to the design of the project as represented in the final set of site plans reviewed by the Planning Commission. Such immaterial modifications shall only be allowed in response to a written request by the

applicant. All such requests shall be addressed to the authorized Town designee, with copies to the Chairman of the Planning Commission, and the TDE.

f. Insurance:

i. Unless waived by the Town, the applicant or facility owner shall agree to secure and maintain for the duration of the project, public liability insurance as follows:

1. Commercial general liability covering personal injuries, death and property damage: $5,000,000 per occurrence, $10,000,000 aggregate, which shall specifically include the Town and its officers, councils, employees, attorneys, agents and consultants as additional named insured;

2. Umbrella coverage: $10,000,000.

ii. Insurance Company: The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best's rating of "A".

iii. Insurance Policy Cancellation: The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least 30 days prior written notice in advance of cancellation.

iv. Insurance Policy Renewal: Renewal or replacement policies shall be delivered to the Town at least 15 days before the expiration of the insurance that such policies are to renew or replace.

v. Copies of Insurance Policy: No more than 15 days after the grant of the permit and before construction is initiated, the permit holder shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.

vi. Certificate of Insurance: A certificate of insurance that states it is for information purposes only and does not confer sufficient rights upon the Town shall not be deemed to comply with this law.

g. Construction Inspection: The escrow account required herein shall be used to provide inspection by a town engineering consultant during construction of the solar energy system. Work shall remain accessible and exposed until inspected and accepted by the town's consultant. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to how the work fails to comply with the Uniform Code or conditions of the special

use permit. Work not in compliance shall remain exposed until brought into compliance, reinspected, and found satisfactory as completed. During construction, the Town Building Inspector/Code Enforcement Officer can issue a stop order at any time for violations of the special use permit.

h. Operational Inspection: Upon 24 hours advance notice to the owner/operator or designated contact person, the Town of Rotterdam Code Enforcement Officer/Building Inspector or his or her designee may enter the solar energy facility to verify compliance with any requirements or conditions. The solar energy system shall be inspected by a New York State licensed professional engineer, under contract with the town and paid by the escrow account required herein, to ensure that it is operating according to the conditions of the special use permit. Such inspections shall be done annually, and at any other time, upon a determination by the Town's Building Inspector that damage may have occurred. The engineer shall file an inspection report with the Town Code Enforcement Officer/Building Inspector. All recommendations for maintenance and repair contained in said report shall be completed by the operator within a written schedule agreed on by the Code Enforcement Officer/Building Inspector.

i. Groundwater Testing: For Teir 4 or larger facilities, Unadulterated soil samples shall be taken at 4 corners of the proposed site. Testing shall utilize 4-foot holes, with testing at 2-foot increments. One monitoring test hole shall be at the lowest elevation on the site. In the event groundwater contamination occurs as a result of the solar facility, the operator, at its sole expense, shall provide a reliable alternative water source and address the contamination in accordance with all legal requirements.

## XIV. SECTION FOURTEEN – ABANDONMENT OR DECOMMISSIONING OF SYSTEMS

The following applies to Tier 3 and larger solar energy systems. A proposed Decommissioning Agreement shall be provided by the applicant and approved by the Town Board. No building permit shall be issued for a solar energy system until the Decommissioning Agreement has been executed and financial surety provided as set forth below.

a. Cause to implement decommissioning plan.
   i. If a solar energy system ceases to perform its originally intended function for more than 12 months or is considered abandoned by the Code Enforcement Officer for lack of maintenance and other provisions of this law, the Code Enforcement Officer shall notify the owner and/or operator of the facility to implement the decommissioning plan. Within 180 days of notice being served, the facility owner shall either restore operation or complete implementation of the decommissioning plan. If the owner and/or operator fails to fully implement the decommissioning

plan within the 180-day time period and restore the site to original conditions as required, the Town may implement the decommissioning plan in accordance with the law, and recover all expenses incurred for such activities from the financial surety described in other sections of this law, and if required, from the defaulted facility owner.

ii. If the applicant begins and does not complete construction within eighteen (18) months after receiving final site plan approval, the decommissioning plan may be implemented unless the facility owner can show to the satisfaction of the Code Enforcement Officer good cause as to why this time should be extended for a maximum of 6 months. At which time if the facility is not fully constructed and operating, the Code Enforcement Officer may implement the decommissioning plan in accordance with this law.

b. Decommissioning Plan: The plan shall be submitted as part of the application to the Planning Commission. The decommissioning plan that ensures that the site will be restored to a useful, nonhazardous condition without delay, including but not limited to the following provisions:

i. The removal of the solar energy system within the from the facility area, including but not limited to all above and subsurface structures, electrical equipment, wires, footings, ground anchors, cables, utility poles, point of interconnection, concrete, switch gears, transformers, fencing, renewable energy electrical substations, inverters, roadways, stormwater management features, roadways, etc.

ii. Compacted portions of the site shall be decompacted and excavations shall be backfilled to restore the site. Restoration of the original surface grade and topsoil installation after removal of facility.

iii. Revegetation of restored topsoil areas with native seed mixes, excluding any invasive species.

iv. The cost of removing the entire solar energy system based upon prevailing wages and any other requirements applicable to municipalities under state or federal law.

v. No salvage value shall be attributed to any of the components of the solar energy system and/or the solar energy equipment.

vi. A schedule and methods for the removal of the solar energy system and/or the solar energy equipment, including any ancillary structures.

vii. A plan for restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing. Such restoration shall follow NYS Department of Agriculture & Markets Guidelines for Solar Energy Projects — Construction Mitigation for Agricultural Lands, as updated.

c. Financial Surety

i. Financial Surety shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal of the solar energy system and restoration of the site subsequent to removal.

ii. Prior to the issuance of a building permit and every five (5) years thereafter, the solar energy system owner shall file with the Town evidence of financial security to provide for the full cost of decommissioning and removal of the solar system in the event the system is not removed by the system owner. Evidence of financial surety shall be in effect throughout the life of the system and shall be in the form of an irrevocable letter of credit or other security acceptable to the Town Board. The irrevocable letter of credit shall include an automatic extension provision, to be issued by an A-rated institution solely for the benefit of the Town, substantially in the form attached hereto as Exhibit A.

iii. The amount of the financial surety shall be 150 percent of the estimated cost of removal of the solar energy system and restoration of the property, with an escalator of 2 percent annually (or Consumer Price Index change if more than the annual escalator of 2 percent) for the life of the solar energy system and shall not consider the net salvage value of any such project components. The financial surety established by the agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding. The amount of the surety shall be determined and certified by the applicant's engineer and shall be reviewed by the TDE. The amount of the surety may be adjusted by the Town during each five (5) year review as required.

iv. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The financial surety shall remain in full force and effect until 90 days after the restoration of the property, as set forth in the decommissioning plan, is completed.

v. Any cost incurred by the Town that exceeds funding available to them from financial surety, which cannot be recovered from the defaulted facility owner, shall be assessed against the property, in a manner appropriate by law, and in the form of tax, lien or other available method enforceable by the Town.

## XV. SECTION FIFTEEN – PUBLIC UTILITY USE

A solar energy facility shall not be considered a Public Utility Use.

## XVI. SECTION SIXTEEN – SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be impaired, illegal, invalid, unenforceable, or unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect, and shall be fully severed from this Code, and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may legal, valuable, and enforceable.

## XVII. SECTION SEVENTEEN – EFFECTIVE DATE

This local law shall take effect immediately upon the filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

**EXHIBIT A**

**EXAMPLE** FORM OF LETTER OF CREDIT
**TO BE DETERMINED BY TOWN BOARD, TOWN ATTORNEY**
**[*ISSUING BANK]* IRREVOCABLE STANDBY LETTER OF CREDIT**

**DATE OF ISSUANCE:**
**[Date of issuance]**

Town of Rotterdam ("**Beneficiary**")

Rotterdam, New York 12306
*Attention*: Town Supervisor

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No._____

Sir/Madam:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "**you**") this Irrevocable Standby Letter of Credit No. _____ (the "**Letter of Credit**") for the account of _____ on behalf of _____located at _____ ("**Account Parties**"), effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms and conditions of the Decommissioning Agreement to be executed by the Account Parties.

**1.** **Stated Amount.** The maximum amount available for drawing by you under this Letter of Credit shall be _____ United States Dollars (US$_____) (such maximum amount referred to as the "**Stated Amount**").

**2.** **Drawings.** A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to *[ISSUING BANK]*, at any time during its business hours on such Business Day, at *[bank address]* (or at such other address as may be designated by written notice delivered to you as contemplated by numbered *paragraph 8* hereof), a copy of this Letter of Credit together with (i) a Draw Certificate executed by an authorized person substantially in the form of *Attachment A* hereto (the "**Draw Certificate**"), appropriately completed and signed by your authorized officer (signing as such) and (ii) your draft substantially in the form of *Attachment B* hereto (the "**Draft**"), appropriately completed and signed by your authorized officer (signed as such). Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates and Drafts under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. **[insert fax number]** or original documents sent by overnight delivery or courier to *[ISSUING BANK]* at our address set forth above, *Attention*: _____ (or at such other address as may be designated by written notice delivered to you as contemplated by numbered *paragraph 8* below). If presentation is made by facsimile transmission, you

must contact us at **[insert phone number]** to confirm our receipt of the transmission. In the event of a presentation by facsimile transmission, the original of such documents need not be sent to us.

**3. Time and Method for Payment.** We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by transferring in immediately available funds the amount specified in the Draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, (Eastern Standard Time) time on any Business Day, payment will be made not later than our close of business on the third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, (Eastern Standard Time) time on any Business Day, payment will be made on the fourth succeeding Business Day.

In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

**4. Non-Conforming Demands.** If a demand for payment made by you hereunder does not, in any instance, materially conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two (2) Business Days that the demand for payment was not effectuated in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

**5. Expiration, Initial Period and Automatic Extension.** The initial period of this Letter of Credit shall terminate on [*one year from the issuance date*] (the "**Initial Expiration Date**"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered *paragraph 8*) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of *Attachment C* hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your draft substantially in the form of *Attachment B* hereto (the "**Draft**"), appropriately completed and signed by your authorized officer (signed as such).

**6. Business Day.** As used herein, "**Business Day**" shall mean any day on which commercial banks are not authorized or required to close in the State of New York, and inter-bank payments can be effected on the Fedwire system.

**7. Governing Law.** THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE

STATE OF NEW YORK.

**8.** **Notices.** All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

**9.** **Irrevocability.** This Letter of Credit is irrevocable.

**10.** **Bankruptcy.** This Letter of Credit and the proceeds thereof shall not be subject to any claims or encumbrances of secured or unsecured creditors of the Applicant and shall not be considered to be property of the estate of the Applicant involving a bankruptcy or insolvency of the Applicant.

**11.** **Complete Agreement.** This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98 and *Attachment A*, *Attachment B*, and *Attachment C* hereto and the notices referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

* * *

Sincerely,
[ISSUING BANK]

_____

By: _____

Title: _____

Address:

**EXHIBIT B**

**FORM OF DRAW CERTIFICATE**
**TO BE DETERMINED BY TOWN BOARD, TOWN ATTORNEY**

*TO: [ISSUING BANK]*
[Address]
The undersigned hereby certifies to [*ISSUING BANK*] ("**Issuer**"), with reference to Irrevocable Letter of Credit No. _____ (the "**Letter of Credit**") issued by Issuer in favor of the undersigned ("**Beneficiary**"), as follows:

(1) The undersigned is the _____ of Beneficiary and is duly authorized by Beneficiary to execute and deliver this Certificate on behalf of Beneficiary.

(2) Beneficiary hereby makes demand against the Letter of Credit by Beneficiary's presentation of the draft accompanying this Certificate, for payment of _____ U.S. dollars (US$_____), which amount, when aggregated together with any additional amount that has not been drawn under the Letter of Credit, is not in excess of the Stated Amount (as in effect of the date hereof).

(3) The reasons for a drawing by Beneficiary are pursuant to the terms and conditions of the Decommissioning Agreement.

(4) You are hereby directed to make payment of the requested drawing to: (insert wire instructions)

Beneficiary Name and Address:

Town of Rotterdam ("**Beneficiary**")
Rotterdam, New York 12056
*Attention*: Town Supervisor

By: _____
Title: _____
Date: _____

(5) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Letter of Credit.

[*BENEFICIARY*]
By: _____
Title: _____

Date: _____

**DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. _____**

*TO: [ISSUING BANK*]
[Address]

Date:

PAY TO: [*BENEFICIARY*]

U.S.$ _____

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT NO. _____.

[*BENEFICIARY]*

By: _____

Title: _____

Date: _____

**EXHIBIT C**
**ESCROW AGREEMENT**

**TO BE DEVELOPED BY TOWN ATTORNEY, TOWN BOARD, ASSESSOR, COMPTROLLER**

**EXHIBIT D**
**SUCCESSORS IN INTEREST AGREEMENT**

**TO BE DEVELOPED BY TOWN ATTORNEY, TOWN BOARD, ASSESSOR, COMPTROLLER**

**RESOLUTION NO. 237.24**

**ACCEPTING TOWN BOARD MEETING MINUTES**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Special Meeting of May 16, 2024 and the Town Board Meeting of May 22, 2024, as attached.

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: June 5, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes for the Town Board Special Meeting May 16, 2024 and May 22, 2024.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** June 12, 2024.

Background Information: Attached. To adopt the Town Board Special Meeting May 16, 2024 and May 22, 2024.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of June 12, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

# TOWN OF ROTTERDAM

## DIANE M. MARCO

## Town Clerk

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

May 20, 2024

Certified Resolutions: #215.24-#219.24 for the year 2024 was duly adopted at the Town Board Special Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Thursday, May 16, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:35 p.m. and was adjourned at approximately 6:58 p.m. by Councilmember Mastroianni and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. The Town Board meeting adjourned at approximately 7:31 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

# SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

May 16, 2024
7:00 PM
*Agenda Review 6:30 PM*

**CALL TO ORDER**
**ROLL CALL**
**PLEDGE OF ALLEGIANCE**
**SUPERVISOR'S REMARKS:** Supervisor Mollie A. Collins
**EXECUTIVE SESSION**
**PROCLAMATIONS**
**PRESENTATIONS**
**PUBLIC HEARING**

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

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

**INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS**
**RESOLUTIONS**

**215.24** To recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code to repeal the existing Solar Energy Facilities Law and related site plan fees and for the adoption of an updated Solar Energy Facilities Law, Declare Lead Agency and referring same to the Planning Commission for report and recommendation. *Pg. 3*

**216.24** To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law. *Pg. 62*

**217.24** A Resolution in connection with the Town of Rotterdam, Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project determination of non-significance pursuant to the State Environmental Quality Review Act (SEQRA) Regulations 6NYCRR Part 617. *Pg. 109*

**218.24** A Resolution authorizing the issuance of $8,600,000 serial bonds of the Town of Rotterdam, Schenectady County, New York, to pay the cost of the joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York. *Pg. 150*

**219.24** To authorize an agreement with NYCLASS Investment Program. *Pg. 169*

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024, at 7:00 p.m., the following resolution was duly adopted**:**

**RESOLUTION NO. 215.24**

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE TO REPEAL THE EXISTING SOLAR ENERGY FACILITIES LAW AND RELATED SITE PLAN FEES AND FOR THE ADOPTION OF AN UPDATED SOLAR ENERGY FACILITIES LAW, DECLARE LEAD AGENCY UNDER SEQRA, AND REFERRING SAME TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code to repeal the existing Solar Energy Facilities Law and related site plan fees and for the adoption of an updated Solar Energy Facilities Law.

**SECTION 2.** The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed amendment of Chapter 270, Zoning, of the Town Code to repeal the existing Solar Energy Facilities Law and related site plan fees and for the adoption of an updated Solar Energy Facilities Law, and authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

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

**SECTION 4.** This resolution shall become effective May 16, 2024.

**DATED:** May 16, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

**RESOLUTION NO. 216.24**

**TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REPEAL THE EXISTING SOLAR ENERGY FACILITIES LAW, LOCAL LAW NO. 1 OF THE YEAR 2017 AND RELATED SITE PLAN FEES CHAPTER 270-137.1 (A)(1) AND FOR THE ADOPTION OF AN UPDATED SOLAR ENERGY FACILITIES LAW**

**WHEREAS,** on May 16, 2024, the Town Board recognized the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law; and

**WHEREAS,** on May 16, 2024, the Town Board Declared Lead Agency under 6NYCRR Part 617 State Environmental Quality Review (SEQR); NOW

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM**
**NOTICE OF HEARING**

**PLEASE TAKE NOTICE:** That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 12th day of June for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to repeal the existing Solar Energy Facilities Law, Local Law No. 1 of the year 2017 and related site plan fees Chapter 270-137.1 (A)(1) and for the adoption of an updated Solar Energy Facilities Law.
> *(An electronic copy of the Draft Solar Energy Facilities Law will be available prior to the public hearing at rotterdamny.org under Meetings/Town Board/May 16th Meeting. Hard copies are available at the office of the Town Clerk).*

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

**DATED**: May 16, 2024
**Daily Gazette:** Please publish once on May 19, 2024
**Town Clerk**
**Post**

**SECTION 2.** This resolution shall become effective May 16, 2024.

**DATED:** May 16, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk



At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

**RESOLUTION NO. 217.24**

**A RESOLUTION IN CONNECTION WITH THE TOWN OF ROTTERDAM, ROTTERDAM JUNCTION WATER DISTRICTS #3 & #4 WATER SYSTEM IMPROVEMENTS PROJECT DETERMINATION OF NON-SIGNIFICANCE PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) REGULATIONS 6NYCRR PART 617**

**WHEREAS,** The Town of Rotterdam has determined that a need exists to make improvements to the existing water system in Rotterdam Junction Water Districts #3 & #4.

**WHEREAS,** The Town of Rotterdam is in the planning stages for various water system improvements as documented in a preliminary engineering report entitled "Rotterdam Junction Water District #3 & #4 Water System Evaluation Report" dated January 2024 prepared by PRIME AE Group of New York; and

**WHEREAS,** The Town of Rotterdam is seeking funding opportunities with various agencies for this project including but not limited to New York State Environmental Facilities Corporation Drinking Water State Revolving Fund and Water Infrastructure Improvements Act and the Congressional Directed Spending Fund; and

**WHEREAS,** As part of the approval process, the Town of Rotterdam Town Board must comply with regulations required under the State Environmental Quality Review Act (SEQRA); and

**WHEREAS,** The public comment period has expired and no substantive comments remain to be addressed; NOW

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Supervisor of the Town of Rotterdam, acting as responsible officer of the Town of Rotterdam Town Board is hereby authorized to make a negative declaration and to complete and sign the Determination of Significance of the Full Environmental Assessment Form indicating that the project will not have a significant effect on the environment.

**SECTION 2.** The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to prepare, file, publish, and distribute all documents as necessary to comply with NYCRR Part 617 (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective May 16, 2024

**DATED:** May 16, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

**BOND RESOLUTION 218.24**

At a special 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 said Town, on the 16th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT: All Present

ABSENT:

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

**BOND RESOLUTION 218.24 DATED MAY 16, 2024**

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,600,000 SERIAL BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 3 AND WATER DISTRICT NO. 4, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to jointly improve the facilities of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, at a maximum estimated cost of $8,600,000; and

WHEREAS, the capital project hereinafter described, as proposed, 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, which it has been determined will not have any significant adverse impact on the environment; NOW,

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

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

Section 1. For the class of objects or purposes of paying the cost of the joint increase and improvement of Water District No. 3 and Water District No. 4, each in the Town of Rotterdam, Schenectady County, New York, consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental

improvements and expenses in connection therewith, there are hereby authorized to be issued $8,600,000 serial bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is $8,600,000, which class of objects or purposes is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the $8,600,000 serial bonds of said Town authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision 1 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. To the extent not paid from monies raised from said Water District No. 3 and Water District No. 4 as applicable in the manner provided by law, apportioned to Water District No. 3 at 96.8% ($8,324,800) and to Water District No. 4 at 3.2% ($275,200), there shall annually be levied on all the taxable real property of 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 serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, 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. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial 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 serial 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 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities

Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. 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 11. 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 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

**DATED:** May 16, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

The resolution was thereupon declared duly adopted.

* * * * * *

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

**CERTIFICATION**

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

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

1. That a meeting of the Issuer was duly called, held, and conducted on the 16th day of May, 2024.
2. That such meeting was a **special** 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 20th day of May, 2024.

Diane M. Marco
Town Clerk

(CORPORATE SEAL)

## LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on May 16, 2024, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Rotterdam, Schenectady County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Rotterdam, New York,
May 16, 2024.

Diane M. Marco
Town Clerk

BOND RESOLUTION DATED MAY 16, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $8,600,000 BONDS OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, TO PAY THE COST OF THE JOINT INCREASE AND IMPROVEMENT OF THE FACILITIES OF WATER DISTRICT NO. 3 AND WATER DISTRICT NO. 4, EACH IN THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK.

| | |
|---|---|
| **Class of objects or purposes:** | Joint increase and improvement of Water District No. 3 and Water District No. 4 |
| **Period of probable usefulness:** | 40 years |
| **Maximum estimated cost:** | $8,600,000 |
| **Amount of obligations to be issued:** | $8,600,000 bonds |
| **SEQRA status:** | Unlisted Action. Negative Declaration. SEQRA compliance materials on file in the office of the Town |

Clerk where they may be inspected during normal office hours by appointment.

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Thursday, May 16, 2024 at 7:00 p.m., the following resolution was duly adopted**:**

**RESOLUTION NO. 219.24**

**TO AUTHORIZE AN AGREEMENT WITH NYCLASS INVESTMENT PROGRAM**

**WHEREAS,** New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o") empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

**WHEREAS,** the Town of Rotterdam wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of August 1, 2023;

**WHEREAS,** the Town of Rotterdam wishes to assure the safety and liquidity needs of their funds;

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Agreement Amended and Restated as of August 1, 2023 and hereby designates the Town Supervisor as the Key Contact and Authorized Signer.

**SECTION 2.** This resolution shall become effective May 16, 2024

**DATED:** May 16, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on May 16, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 20, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



# TOWN OF ROTTERDAM

## DIANE M. MARCO

## Town Clerk

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

May 28, 2024

Certified Resolutions: #220.24-#236.24 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, May 22, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:40 p.m. and was adjourned at approximately 6:58 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. Motion #39 was made by Councilmember Mastroianni the motion failed. Motion #40 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #41 was made by Councilmember Dodson and seconded by Councilmember Schlag. Motion #42 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #43 was made by Councilmember Dodson and seconded by Councilmember Mastroianni to go into executive session at approximately 7:44 p.m. and exited the executive session at approximately 8:59 p.m. The Town Board Meeting continued and was adjourned at approximately 9:00 p.m. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

# MEETING OF THE
# ROTTERDAM TOWN BOARD

May 22, 2024
7:00 PM
*Agenda Review 6:30 PM*

**CALL TO ORDER**
**ROLL CALL**
**PLEDGE OF ALLEGIANCE**
**SUPERVISOR'S REMARKS:** Supervisor Mollie A. Collins
**EXECUTIVE SESSION**
**PROCLAMATIONS**
**PRESENTATIONS**
**PUBLIC HEARING**

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code to reduce the allowable building height to 2 stories up to 30 feet in height in the Main Street/Neighborhood Center (MS/NC) Overlay District. *Pg. 5* **PUBLIC HEARING CLOSED**
- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend Chapter 270, Zoning, of the Town Code, to extend the Existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. *Pg. 15* **PUBLIC HEARING CLOSED**
- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To adopt Chapter §271 entitled 'Hotel Use Regulations', of the Town Code of the Town of Rotterdam. *Pg. 30* **PUBLIC HEARING CLOSED**

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

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

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

**INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS**
**RESOLUTIONS**

**MOTIONS**

**39.24** I make a motion to table resolution #227.24 **FAILED**

**40.24** I make a motion to close public hearing #1.

**41.24** I make a motion to close public hearing #2.

**42.24** I make a motion to close public hearing #3.

**43.24** I make a motion to go into executive session.

**RESOLUTIONS**

**220.24** Accepting Town Board meeting minutes. *Pg. 37*

**221.24** To adopt a Negative Declaration on a Change of Zone application from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) located at Highbridge Road, Mercer Avenue, and Sherman Street. *Pg. 91*

**222.24** To Enact Introductory Local Law No. 8 of 2024; To amend Chapter 270, Zoning, of the Town Code relating to a Change of Zone from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) for property located at Highbridge Road, Mercer Avenue, and Sherman Street. *Pg. 228*

**223.24** To adopt a Negative Declaration to amend Chapter 270, Zoning, of the Town Code, to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District. *Pg. 247*

**224.24** To Enact Introductory Local Law No. 9 of 2024; To amend Chapter 270, Zoning, of the Town Code, to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District. *Pg. 258*

**225.24** To adopt a Negative Declaration to amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. *Pg. 270*

**226.24** To Enact Introductory Local Law No. 10 of 2024; To amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady. *Pg. 281*

**227.24** To Enact Introductory Local Law No. 11 of 2024; To adopt Chapter 271 entitled Hotel Use Regulations. *Pg. 295*

**228.24** Call for bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing. *Pg. 304*

**229.24** Call for bids for mill & fill with 6.3 polymer-modified hot mix asphalt highway paving. *Pg. 325*

**230.24** Revisions to mercury limits in chapter 230 sewers. *Pg. 346*

**231.24** To approve budget transfers of gas and diesel to the 2024 budget. *Pg. 351*

**232.24** To negotiate and execute an agreement with KB Engineering & Architecture, P.C. for professional engineering services related to the Mercury Minimization Plan. *Pg. 354*

**233.24** To appoint Michael Isabella to the position of Traffic Safety Coordinator. *Pg. 364*

**234.24** To appoint seasonal Park Attendants to the Parks Department. *Pg. 372*

**235.24** To appoint seasonal Laborers to the Highway Department. *Pg. 394*

**236.24** To amend Resolution 18.24 of the year 2024; Appoint Letefa Lang as a Part-Time Clerk. *Pg. 420*

**LIAISON REPORTS**
**MISCELLANEOUS**
**EXECUTIVE SESSION**

- Personnel matter related to employee 05222024 with invited guest Elyane Gold Esq.

**ADJOURNMENT**
**Mollie A. Collins, Supervisor**

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion **FAILED:**

**MOTION 39.24 FAILED**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** I make a motion to table resolution #227.24.

**SECTION 2.** This motion shall become effective May 22, 2024.

**DATED: May 22, 2024**

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | | | |
| Mastroianni | | | |
| Gallucci | | | |
| Schlag | | | |
| Collins | | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion **failed** by the Town Board of the Town of Rotterdam on May 22, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion that **failed** is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

**MOTION 40.24**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** I make a motion to close public hearing #1.

**SECTION 2.** This motion shall become effective May 22, 2024.

**DATED: May 22, 2024**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 and that the foregoing motion is a true and correct transcript of the original **motion** and of the whole thereof and that said motion is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

**MOTION 41.24**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** I make a motion to close public hearing #2.

**SECTION 2.** This motion shall become effective May 22, 2024.

**DATED: May 22, 2024**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 and that the foregoing motion is a true and correct transcript of the original **motion** and of the whole thereof and that said motion is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

**MOTION 42.24**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** I make a motion to close public hearing #3.

**SECTION 2.** This motion shall become effective May 22, 2024.

**DATED: May 22, 2024**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 and that the foregoing motion is a true and correct transcript of the original **motion** and of the whole thereof and that said motion is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY, 12306 that was held Wednesday, May 22, 2024, at 7:00 p.m. the following motion passed:

**MOTION 43.24**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

**SECTION 2.** This motion shall become effective May 22, 2024.

**DATED: May 22, 2024**

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on May 22, 2024 and that the foregoing motion is a true and correct transcript of the original **motion** and of the whole thereof and that said motion is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28**,** 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 220.24**

**ACCEPTING TOWN BOARD MEETING MINUTES**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby adopts the minutes of the Town Board Meeting of May 8, 2024 as attached.

**SECTION 2.** This resolution shall become effective May 22, 2024.
**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 221.24**

**TO ADOPT A NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated May 22, 2024, as prepared by the Senior Planner, for a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with fueling islands located at Highbridge Road, Mercer Avenue, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.

**SECTION 2.** The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 222.24**

**TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) FOR PROPERTY LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board hereby enacts Introductory Local Law No. 8 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 May 22, 2024.

**DATED:** May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 223.24**

**TO ADOPT A NEGATIVE DECLARATION TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REDUCE THE ALLOWABLE BUILDING HEIGHT IN THE MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT**

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

**SECTION 1.** The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated May 22, 2024, as prepared by the Senior Planner, to amend Chapter 270, Zoning, of the Town Code, to reduce the allowable building height in the Main Street/Neighborhood Center (MS/NC) Overlay District.

**SECTION 2.** The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 224.24**

**TO ENACT INTRODUCTORY LOCAL LAW NO. 9 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO REDUCE THE ALLOWABLE BUILDING HEIGHT IN THE MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT**

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

**SECTION 1.** The Town Board hereby enacts Introductory Local Law No. 9 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 May 22, 2024.

**DATED:** May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 225.24**

**TO ADOPT A NEGATIVE DECLARATION TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO EXTEND THE EXISTING MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT FROM THE INTERSECTION OF CURRY ROAD AND GUILDERLAND AVENUE NORTH TO THE BOUNDARY WITH THE CITY OF SCHENECTADY**

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

**SECTION 1.** The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated May 22, 2024, as prepared by the Senior Planner, to amend Chapter 270, Zoning, of the Town Code, to extend the existing Main Street/Neighborhood Center (MS/NC) Overlay District from the intersection of Curry Road and Guilderland Avenue north to the boundary with the City of Schenectady.

**SECTION 2.** The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

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

Diane M. Marco
Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 226.24**

**TO ENACT INTRODUCTORY LOCAL LAW NO. 10 OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, TO EXTEND THE EXISTING MAIN STREET/NEIGHBORHOOD CENTER (MS/NC) OVERLAY DISTRICT FROM THE INTERSECTION OF CURRY ROAD AND GUILDERLAND AVENUE NORTH TO THE BOUNDARY WITH THE CITY OF SCHENECTADY**

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

**SECTION 1.** The Town Board hereby enacts Introductory Local Law No. 10 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 May 22, 2024.

**DATED:** May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 227.24**

**TO ENACT INTRODUCTORY LOCAL LAW NO. 11 OF 2024; TO ADOPT CHAPTER 271 ENTITLED HOTEL USE REGULATIONS**

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

**SECTION 1.** The Town Board hereby enacts Introductory Local Law No. 11 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 May 22, 2024.

**DATED:** May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 228.24**

**CALL FOR BIDS FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for 6.3mm polymer-modified hot mix asphalt highway resurfacing.

**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 **June 6, 2024 at 10:00 A.M**., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**6.3MM POLYMER-MODIFIED HOT MIX ASPHALT**
**HIGHWAY RESURFACING**

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO**
**10:00A.M., JUNE 6, 2024**

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:** May 22, 2024
**BidNet:** Please publish on May 23, 2024
**Daily Gazette:** Please publish once on May 24, 2024
**Town Clerk Post**

**SECTION 3.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 229.24**

**CALL FOR BIDS FOR MILL & FILL WITH 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for mill & fill with type 3 dense binder highway paving.

**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 **June 6, 2024 at 10:15 A.M**., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**MILL & FILL WITH 6.3 POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY PAVING**

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

**ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:15A.M., JUNE 6, 2024**

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:** May 22, 2024
**BidNet:** Please publish on May 23, 2024
**Daily Gazette:** Please publish once on May 24, 2024
**Town Clerk Post**

**SECTION 3.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 230.24**

**REVISIONS TO MERCURY LIMITS IN CHAPTER 230 SEWERS**

**WHEREAS,** the Town Board recognizes the introduction of amendment to Chapter 230 of the Town Code; NOW

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board hereby determines that the proposed discharge standard modifications are a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (26), and therefore no further SEQRA review is required.

**SECTION 2.** The Town Board of the Town of Rotterdam hereby adopts the revisions to the Mercury limits from 0.05 mg/L (50,000 ng/L) to 50 ng/Ls in accordance with the New York State Department of Environmental Conservation standards for effluent discharges from the Town of Rotterdam's wastewater treatment plant.

**SECTION 3.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 231.24**

**TO APPROVE BUDGET TRANSFERS OF GAS AND DIESEL TO THE 2024 BUDGET**

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

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

| ***Fund*** | ***Account No.*** | | ***Title*** | ***Amount*** |
|---|---|---|---|---|
| General | A3120 4302 | FROM: | Patrol Vehicle Gas | -18,277.85 |
| General | A3310 4302 | FROM: | Traffic Control Gas | -490.44 |
| General | A3620 4302 | FROM: | Safety Insp Gas | -875.42 |
| General | A7110 4302 | FROM: | Parks Gas | -1,597.51 |
| General | A1355-4302 | FROM: | Assessor | -60.00 |
| General | A3410 4302 | FROM: | Fire Fight Gas | -2,644.13 |
| General | A5132 4304 | INTO: | Central Gas Expenditure | +23,945.35 |
| Highway | DA5142 4304 | FROM: | Fuel Snow Removal | -2,792.30 |
| Highway | DA5140 4304 | FROM: | Fuel Brush & Weed | -1,392.35 |
| General | A5132 4304 | INTO: | Central Gas Expenditure | +4,184.65 |
| S2 | S28120 4302 | FROM: | S2 Gas Oil Lube | -2,125.09 |
| General | A5132 4304 | INTO: | Central Gas Expenditure | +1,125.09 |
| W5 | W58340 4302 | FROM: | W5 Gas Oil Lube | -2,082.83 |
| General | A5132 4304 | INTO: | Central Gas Expenditure | +2,082.83 |

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

| ***Fund*** | ***Account No.*** | | ***Title*** | ***Amount*** |
|---|---|---|---|---|
| General | A8189 4302 | FROM: | Landfill Gas | -2,674.08 |
| General | A4160-4162 | FROM: | Compost Tub Grinder | -0 |
| General | A3410 4302 | FROM: | Fire Fight Gas | -974.15 |
| Highway | DA5148 4304 | INTO: | Central Diesel Expenditure | +3,648.23 |

| | | | | |
|---|---|---|---|---|
| Highway | DA5142 4304 | FROM: | Fuel Snow Removal | -12,044.91 |
| Highway | DA5140 4304 | FROM: | Fuel Brush & Weed | -3,388.92 |
| Highway | A5132 4304 | INTO: | Central Diesel Expenditure | +15,433.83 |
| | | | | |
| S2 | S28120 4302 | FROM: | S2 Gas Oil Lube | -773.25 |
| Highway | DA5148 4304 | INTO: | Central Diesel Expenditure | +773.25 |
| W5 | W58340 4302 | FROM: | W5 Gas Oil Lube | -740.71 |
| Highway | DA5148 4304 | INTO: | Central Diesel Expenditure | +740.71 |

**SECTION 3.** This resolution shall become effective May 22, 2024

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 232.24**

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KB ENGINEERING & ARCHITECTURE, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE MERCURY MINIMIZATION PLAN**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, KB Engineering & Architecture, P.C., located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile the Mercury Minimization Program (MMP) for 2023-2024, required to be submitted to NYSDEC, in an amount not to exceed three thousand three hundred and 00/100 ($3,300.00) dollars.

**SECTION 2.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 233.24**

**TO APPOINT MICHAEL ISABELLA TO THE POSITION OF TRAFFIC SAFETY COORDINATOR**

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

**SECTION 1.** Michael Isabella, of Schenectady, New York 12306, is hereby appointed to the position of Traffic Safety Coordinator, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-eight thousand nine hundred sixty-five and 07/100 ($58,965.07) dollars, commencing May 27, 2024.

**SECTION 2.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco
Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 234.24**

**TO APPOINT SEASONAL PARK ATTENDANTS TO THE PARKS DEPARTMENT**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The following individuals are hereby appointed to the seasonal position of Park Attendant in the Parks Department on an as needed basis, with no employee benefits, at the hourly rate of $17.00 for the periods indicated.

| Name | Title | Period |
|---|---|---|
| Joseph Baker | Park Attendant | 5/28/24-8/23/24 |
| Cole Contompasis | Park Attendant | 5/28/24-8/23/24 |
| Ethan Coom | Park Attendant | 5/28/24-8/23/24 |
| Gabriel Romano | Park Attendant | 5/28/24-8/23/24 |
| Michael Romano | Park Attendant | 5/28/24-8/23/24 |

**SECTION 2.** These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

**SECTION 3.** The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Coordinator of Parks at the completion of employment.

**SECTION 4.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 235.24**

**TO APPOINT SEASONAL LABORERS TO THE HIGHWAY DEPARTMENT**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The following individuals are hereby appointed to the seasonal position of Laborer at the Highway Department on an as needed basis, with no employee benefits, at the hourly rate $17.00 for the periods indicated.

| Name | Title | Period |
|---|---|---|
| Nicolas DiLallo | Laborer | 5/28/24-8/31/24 |
| Jonathan Enright | Laborer | 5/28/24-8/31/24 |
| Jared Hawkins | Laborer | 5/28/24-8/9/24 |
| Nicholas DeLucia | Laborer | 6/3/24-8/16/24 |
| Kristopher Frederick | Laborer | 6/13/24-8/18/24 |
| Evan Krenav | Laborer | 7/5/24-8/27/24 |

**SECTION 2.** These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

**SECTION 3.** The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

**SECTION 4.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | **X** | | |
| Mastroianni | **X** | | |
| Gallucci | **X** | | |
| Schlag | **X** | | |
| Collins | **X** | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 22, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION 236.24**

**TO AMEND RESOLUTION 18.24 OF THE YEAR 2024;**
**APPOINT LETEFA LANG AS A PART-TIME CLERK**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

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

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

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

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

**Bingo Inspector**
William Purcell Hourly Rate $17.00

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

**Accountant – Part Time**
Sarah Morrison Hourly Rate $50.00

**Senior Citizens Center Bus Driver**
Mark D'Alessandro Hourly Rate $20.00

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

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

**Dog Control Officers-Part Time**
Darla Gullotta Annual Salary $15,000.00
Heather Newell Annual Salary $15,000.00

**Clerk-Part Time**
Jody Binkley Hourly Rate $25.00

**Senior Citizens Center Bus Driver (Backup Driver)**
Frederick Waller Hourly Rate $20.00

**Clerk-Part Time**
Latefa Lang Hourly Rate $20.00

**SECTION 2.** This resolution shall become effective May 22, 2024.

**DATED:** May 22, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 22, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



**RESOLUTION NO. 238.24**

**TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE PROPOSED TOWN COURT AND POLICE FACILITY LOCATED AT 369 DUANESBURG ROAD**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1**. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed Town Court and Police Facility located at 369 Duanesburg Road.

**SECTION 2.** The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | May 21, 2024 |
| TO: | Mollie Collins, Town Supervisor |
| FROM: | Peter Comenzo, Senior Planner |
| TITLE OF REQUEST: | Declare Lead Agency for the Town Court and Police Facility located at 369 Duanesburg Road. |
| TOWN BOARD MEETING: | June 12, 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) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request. |
| Recommendation(s): | Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize the Senior Planner to distribute all documents in accordance with SEQR. |
| Attachment/Document(s): | Project Materials<br>SEQR Long Environmental Assessment Form |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | 6NYCRR Part 617<br>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 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

| | | |
|---|---|---|
| Name of Action or Project:<br>Town of Rotterdam Town Court and Police Facility Feasibility Study | | |
| Project Location (describe, and attach a general location map):<br>369 Duanesburg Rd, Schenectady, NY 12306 | | |
| Brief Description of Proposed Action (include purpose or need):<br>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. 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, 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. 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. | | |
| Name of Applicant/Sponsor:<br>Town of Rotterdam, Mollie A. Collins - Town Supervisor | Telephone: 518-355-7575 Ext. 393<br>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):<br>Peter Comenzo, Town of Rotterdam Senior Planner | Telephone: (518) 355-7575 ext.338<br>E-Mail: pcomenzo@rotterdamny.org | |
| Address:<br>1100 Sunrise Boulevard | | |
| City/PO:<br>Rotterdam | State:<br>New York | Zip Code:<br>12306 |
| Property Owner (if not same as sponsor):<br>Robert and Leslie Zampino (Town to purchase property from current owners) | Telephone:<br>E-Mail: | |
| Address:<br>28 Memory Lane | | |
| City/PO: Schenectady | State: New York | Zip Code: 12306 |

**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 | NYSDOT - work permit; NYSDEC - SPDES GP<br>NYSDOH - utility approval | Fall 2024 |
| 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 *once purchased by the Town

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: On-site stormwater management (if needed - TBD)

*ii.* If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑Other specify: rainfall runoff from impervious surfaces

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

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

*v.* Dimensions of the proposed dam or impounding structure: N/A height; N/A length

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

No dam is anticipated. Impoundment structure may be needed to address increases in impervious surfaces at the site. Further analysis will be completed during project design and stormwater infrastructure will be incorporated into the project accordingly.

**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. 5
- 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: none are proposed

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 to the existing roadside storm sewer system.

- 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)

No mobile sources during operations are anticipated

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

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

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

New boiler system for heating and cooling will be installed with new building

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 Duanesburg Rd will be shifted and improved. Existing portion of 1-way Bernard St (within parcel) will be removed for parking areas.

*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: maximum of 10 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 require approximately 1.6 acres of forested/shrubby area to be cleared.

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/shrubby area to be cleared.

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 | 0.00 | -1.60 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 1.72 | 0.64 | -1.08 |
| • 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):

Northern long-eared bat and tri-colored bat - USFWS IPaC website

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.

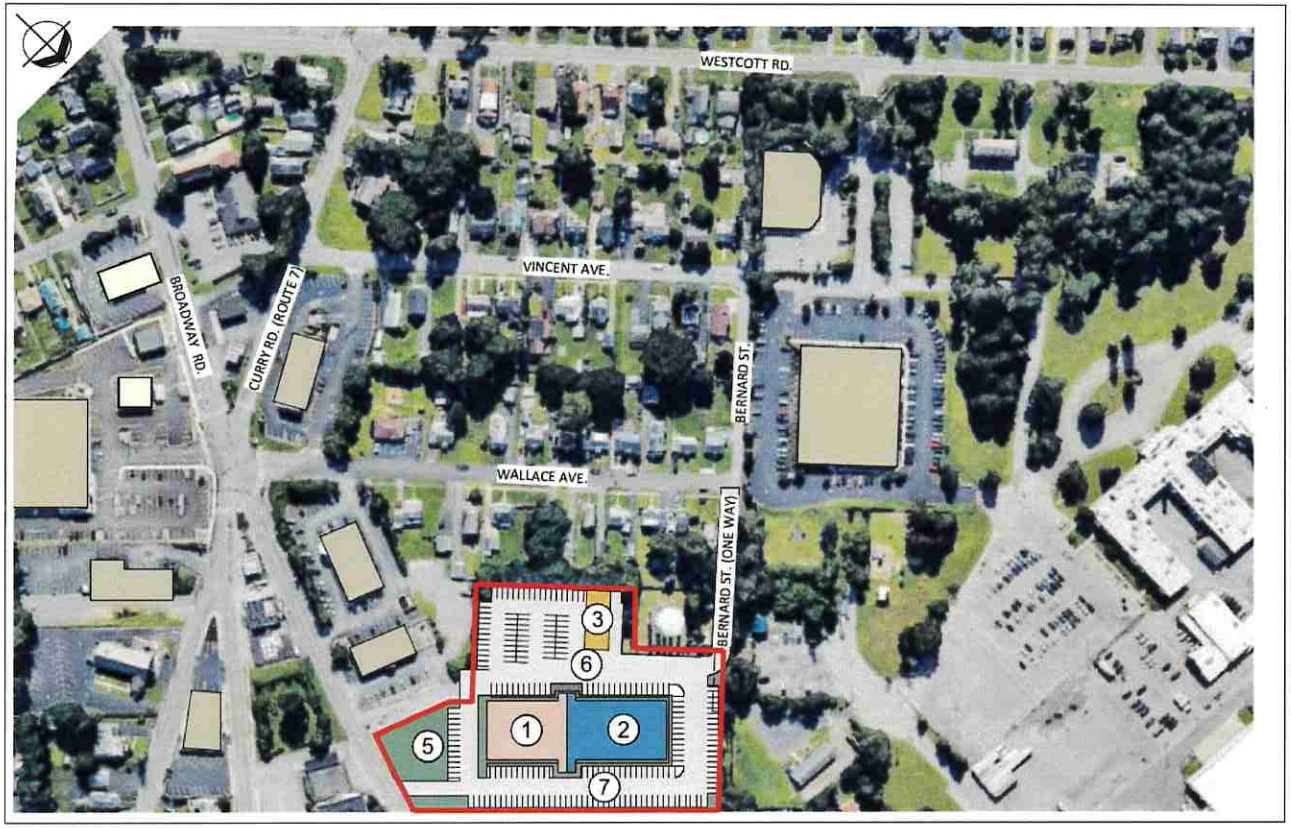
**G. Verification**

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

Applicant/Sponsor Name Town of Rotterdam Date 6/12/24

Signature Peter Comenzo Title Senior Planner

**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

**RESOLUTION NO. 239.24**

**TO AUTHORIZE AN OUT OF DISTRICT WATER CONNECTION AGREEMENT WITH BULLSEYE MODULARS LLC**

**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 Bullseye Modulars LLC, located at 4866 Rynex-Corners Road, Pattersonville, NY 12137, for an out of district water connection.

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | May 21, 2024 |
| TO: | Mollie Collins, Town Supervisor |
| FROM: | Charles Jack Dodson, Deputy Supervisor |
| TITLE OF REQUEST: | Water Rental Agreement between Bullseye Modulars LLC 4866 Rynex Corners Road Pattersonville, NY 12137 |
| TOWN BOARD MEETING: | June 12, 2024 |
| Background Information: | Bullseye Modulars LLC has applied for a water connection. |
| Evaluation/Analysis: | Town Board Resolution needs to be prepared to contract for water usage between the Town of Rotterdam and Bullseye Modulars LLC. |
| Recommendation(s): | Approve the agreement for the out of district water connection. |
| Attachment/Document(s): | Water Rental Agreement<br>Water Connection Application |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | None |
| LEGISLATION WILL BE PREPARED BY: | Supervisor's Office |

**TOWN OF ROTTERDAM**
**WATER DISTRICT NO. 3**
**WATER RENTAL AGREEMENT**

THIS AGREEMENT, made on the _____day of _____, 20__ by and between Water District No. 3, acting through the Town Board of the Town of Rotterdam, hereinafter referred to as "DISTRICT", and owner(s) of property located at 4866 Pattersonville-Rynex Corners Road, Pattersonville, NY 12137. SBL: 12-3-15.1 (hereinafter referred to as "CONSUMER").

WITNESSETH:

1. The District hereby agrees to furnish and supply water to consumer and consumer hereby agrees to purchase water from District upon the terms and conditions hereinafter set forth:
   (a) This agreement is revocable at the discretion of the District and is contingent upon existence of surplus water sanctioned for resale to outside users as provided by law without recourse by Consumer for any loss or damages for diminution of water supply or by reason of complete curtailment thereof.
   (b) The proposed water service (Landfill/Storage Tank access road) is proposed to be connected to the tank transmission main. This proposed water service will experience no to low pressures (<10psi) under hydrant flow conditions. Pumping of the water will be required by the Consumer at their expense(equipment and electrical costs). A curb box and meter pit shall be located within ten feet of the connection to the transmission main. A permit to connect to the water system is required.
2. Consumer hereby expressly agrees to pay in advance water rents and water charges which on non-payment shall become and are hereby declared to be a continuing lien against premises furnished with water as provided herein to be enforced in the same manner as an artisan's or mechanic's lien under the

provisions of Lien Law. Said water rents and water charges are hereinafter set forth.

3. All provisions contained herein notwithstanding, the Department of Public Works, operators of Water District No. 3, upon order of the District may, without notice to Consumer and at any time following thirty (30) days after due date of payment of water rents and/or water charges, enter upon the premises of Consumer without liability of any kind whatsoever and shut off or cause to be shut off the water supply for non-payment of said water rents and water charges hereinafter set forth.

4. When water is so shut off and discontinued, the contracting Consumer and/or their assigns shall not be entitled to take or purchase water from District unless and until all charges, water rents and expenses incurred for shutting off water and re-establishing water service are paid in full and at the election of the Town Board, furnish and file a corporate surety bond in the sum of one-thousand and 00/100 dollars ($1,000.00) to ensure payment of charges and expenses for water services furnished said Consumer or supplies to said premises.

5. For water furnished Consumer and/or supplied through a water meter to the premises described herein, the Consumer, their successors and assigns, hereby agree to pay the District the following charges:

   (a) Water rents and charges as specified in this agreement and any other charges which may be fixed or made effective by the Town Board during the life of this agreement.

   (b) Immediately upon execution of this agreement and by January 31 of each year thereafter, the Consumer and/or their successors shall pay to the Receive of Taxes and Assessments the following sum for water rents and charges:

      (1) The Consumer will be charged on the basis of the number of Consumer Units times one and one half (1 ½) times the Capital Improvements Unit Rate charge, plus the number of Consumer Units times one and one half (1 ½) the Water Use Unit Rate charge (O&M).

(2) The number of Consumer Units is determined by dividing the water meter reading in gallons by 75,000 gallons per one (1) Consumer Unit, or is determined as one (1) Consumer Unit if no water meter is installed.

(3) The Capital Improvements Unit Rate charge is determined by dividing the total amount of principle plus interest to be paid each year by the district by the total number of district units, all as determined by the Department of Public Works.

(4) The Water Use Unit Rate shall be determined from the Operation and Maintenance (O&M) Budget approved by the Town Board for the year and dividing the resultant by the number of consumer water services (or district O&M units), all as determined by the Department of Public Works.

(5) A late-payment charge will be made at the rate of 1% per month for all unpaid charges not made within thirty (30) days of billing.

(6) Consumer shall furnish and install a water meter approved by the Water District.

6. In the event the territory in which Consumer resides or in which the premises is found is incorporated into any Water District or any extension of Water District No. 3, then and in that event water supplied to said premises will be shut off and the consumer and his successors hereby agree to take water and pay all water rents and charges as may be fixed and determined in the new District or in the extension of Water District No. 3 so created, regardless of the fact that such water rents and/or charges may exceed the charges and water rents fixed under this agreement.

7. To implement the provisions of this agreement and to obtain adherence thereto by the Consumer and his successors, it is hereby agreed and stipulated that this agreement shall be recorded in the Office of the County Clerk of Schenectady County and that the provisions contained herein shall constitute a binding obligation in this nature of a covenant of the Consumer to attach to and run with the land and to bind said Consumer and his successors in interest for and the

duration of this agreement to be ended only on District's final and complete severance of water supply and/or incorporation of said premises in a new Water District or any extension of Water District No. 3.

8. Consumer agrees to abide by the Rules and Regulations of Water District No. 3 in effect at the execution of this agreement or as may be placed in effect by the Town Board at any time during the life of this agreement.

9. All expenses for installation of the water service from the water main to the Consumer's building shall be the responsibility of the Consumer including the expenses for equipment, pump/hydropneumatics system; material, pipe, valves, permits, inspections, labor and supervision.

10. All expenses for maintenance repair of the water service from the curb water shut-off to the Consumer's building (basement or pump building) shall be the responsibility of the Consumer including the expenses for equipment, pump/hydropneumatic system; material, pipe, valves, permits, inspections, labor and supervision.

11. The description of the property that shall be furnished with water pursuant to this agreement is described as follows: (See attached Deed Description).

12. This agreement shall bind the Consumer, his heirs and assigns including all persons claiming said premises as successors in interest or title derived through the subscribing Consumer.

IN WITNESS WHEREOF, the District has caused this agreement to be executed by the Supervisor of the Town of Rotterdam as required by law, acting for and on behalf of Water District No. 3 and the Consumer has hereunto affixed his hand and seal as of this day and year first above written.

_____

By:_____
, Supervisor

I hereby certify that the person who executed the above agreement on the part of the Town of Rotterdam, has power and authority to make such contract and that the contract is in proper form and properly executed.

_____
, Town Attorney

STATE OF NEW YORK )
COUNTY OF SCHENECTADY )

On this _____ day of _____20__, before me personally came _____, to me personally known who, being duly sworn by me, did depose and say that they reside at _____ Rotterdam, New York, and executed the within instrument; and that they signed their names thereto by like order.

_____
Notary Public - Qualified in
Schenectady County
My Commission Expires _____

# Bullseye Modular




April 10, 2024

Parcels

1:2,257

0 105 210 420 ft

0 30 60 120 m

NYS ITS Geospatial Services

CRA

This map and information is provided as is. We make no warranties or guarantees, expressed or implied.

A2024-0242

RECEIVED

APR 9 2024

TOWN OF ROTTERDAM
PUBLIC WORKS

# TOWN OF ROTTERDAM
518-355-7575 EXT 395

## PERMIT APPLICATION FOR WATER CONNECTION

**TO BE COMPLETED BY APPLICANT** DATE:

**OWNER INFORMATION**

Names: BULLSEYE MODULARS LLC

Address: 176 KUNZ RD BROOMFIELD NY 12025

Phone: 518 528-2882

Cell: 518 528-2882 MIKE
518 848-2895 ERIK

**CONTRACTOR INFORMATION**

Names: KDO Excavating

Address: Finley 366 Finley Rd Ballston Spa NY 12020

Phone: 518-763-7602

Contractor Insurance Certificates:
Liability ✓ Workers Compensation ✓
(must accompany application)

Property Location: 4866 RYNEX CORNERS RD ALTAMONT NY 12137

Property Address:

Proposed Lateral Size & Pipe Type: 1" TO A METER PIT

Residential X + FARM Commercial ____ Multiple Dwelling ____

Applicant (Sign) Michael F Rd Date: 4-8-24

**TO BE COMPLETED BY TOWN OF ROTTERDAM**

Water Rent: ____ Permit Fee: ____

Same Side Tap: ____

Opposite Side Tap: ____

Total: ____

Parcel Identification: ____

Road Cut Permit: ____

District No: ____

Approved: ____

**ALL WATER CONNECTIONS NEED TO BE INSPECTED / APPROVED BY THE TOWN PRIOR TO BACKFILLING. YOUR COOPERATION IS GREATLY APPRECIATED.**

~~Revised 2/09, Revised 08/10/12,~~ Revised 03/2014

Town of Rotterdam
Department of Public Works

## LETTER OF AUTHORIZATION FOR PERMIT AND ZONING APPLICATION

**To Whom It May Concern:**

BULLS EYE MODULARS LLC

**I,** ERIK RORICK - OWNER **, as owner of the property located**
(print name)

**at** 4866 RIVER CORNERS RD PATTERSONVILLE NY 12137 **, Town of Rotterdam, in the State of New York, hereby designate** 1 DO excavating
(name)

366 Finley Rd Ballston Spa NY 12020 518-763-7602
(city, state, zip, and phone number)

**as my contractor and registered agent for the purposes of the applying for Permits and Zoning representation regarding my building project.**

**Signature:** _____

**Date:** 4-8-24

| NYS WCB WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9166 | NYS WCB WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8464 | NYS WCB WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642 | NYS WCB WC/DB100/101 107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2155 | NYS WCB WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966 | NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807 | NYS WCB WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183 | NYS WCB WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793 | NYS WCB WC/DB100/101 168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248 | NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8341 | NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938 |
|---|---|---|---|---|---|---|---|---|---|---|

# Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

*(Please contact an attorney if you have any questions regarding this form.)*

**Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.**

***This form cannot be used to waive the workers' compensation rights or obligations of any party.***

The applicant may use this Affidavit ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show either other businesses or those businesses' insurance carriers that such insurance is not required.

**Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form.**

**Incomplete forms will be returned, UNSTAMPED.**

**Please note: This statement *must FIRST be notarized* and THEN sent to be *stamped* as received by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year after the date stamped as received by the Workers' Compensation Board.**

**UPON RECEIPT OF A FULLY COMPLETED FORM WC/DB-100, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax within 5 business days. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.**

KDO excavating
**In the Application of (Business Name and Address)**

_____

_____

_____

**for a** _____ **permit/license/contract**

**State of** _____ )
) **ss.:**
**County of** _____ )

▶1. Kyle Olminski *(applicant's name)* being duly sworn, deposes and says:

1a) I am the Owner *(position)* with the above-named business, a/an excavating *(nature of business—e.g,. building contractor, occupational therapist, food cart vendor, etc)*. The telephone number of the business is (518) 763-7602. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is _____. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.

2. My personal address is 366 Finley Rd Ballston Spa NY and my home telephone number is (518) 763-7602.

3. That the above named business is applying for a Water Tap *(type of permit/ license/contract applying for)* from Town of Rotterdam *(governmental entity issuing the permit/ license/contract)*.

*3a)(Optional* -- Location of where work will be performed in New York State_____ from _____ to _____ *(dates necessary to complete work associated with permit/license/contract)*. The estimated dollar amount of project is _____.*)*

4. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 4a. through 4i.):

☐ 4a.) the business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

☐ 4b.) the business is a LLC, LLP, PLLC, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of all the partners/members names and also with the signatures of all the partners/members – Limited Partnerships must ONLY list General Partners.)*

☑ 4c.) the business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

☐ 4d.) the business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must own at least one share of stock). Other than the corporate owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of the names of both owners, and also with both owners' signatures.)*

☐ 4e.) the applicant is a nonprofit entity (under IRS rules). With the exception of clergy or teachers, the nonprofit has no compensated individuals providing any services including subcontractors.

☐ 4f.) the business is a farm with less than $1,200 in payroll the preceding calendar year.

☐ 4g.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has no employees, day labor, leased employees, borrowed employees, part-time employees or subcontractors.

☐ 4h.) other than the business owner(s) and individuals obtained from a registered temporary service agency, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

☐ 4i.) the out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York *(Applicant MUST attach a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit).*

5. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5f.):

☐ 5a.) the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*

☐ 5b.) the applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

☐ 5c.) the applicant is a nonprofit with NO compensated individuals providing services; or is a religious, charitable or educational nonprofit with no compensated individuals providing services except for executive officers, clergy, sextons, teachers or professionals.

☐ 5d.) the business is a farm and all employees are farm laborers.

☐ 5e.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*

☐ 5f.) other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

6. By signing my name below, **I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this affidavit under the penalties of perjury.** I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed in item 3 on the front of this form

*(Applicant's Signature -- first and last name)*

Sworn to before me this _____

Day of _____, 20__

_____

Notary Public

NYS Workers' Compensation Board Received Stamp

CHARLES R. ACKERBAUER, PE PLS
7 W. First Avenue
Johnstown, NY 12095
518 331 2181
lemchas@gmail.com

April 15, 2024

Mr. James Keith
Town of Rotterdam Code Officer
1100 Sunrise Blvd
Rotterdam, NY 12306

RE: Bullseye Modular Water Service

Dear Mr. Keith,

At the behest of Mr. Michael Rorick of Bullseye Modular, LLC, I would like to submit a plan and a request that a water tap be made for his property adjacent to the existing water main which runs along a roadway to Rynex Corners Road. The plan lays out the route of the water main and a proposed location for the service line and tap. The exact location is subject to your review and acceptance of his request. I would be available to inspect the work that would be required of Mr. Rorick, should that be necessary.

Please let me know if you need any further information. Thank you, I await your response to this proposal.

Respectfully submitted,

Charles R, Ackerbauer, PE PLS



RPS Version 4 - [Owner Update, Group - Public Works, Name - Grevasself]

File Edit View Toolbar Window Help

12.-3-15.1 | 422800 Rotterdam | Active | R/S 1 | School: Schalmont Cntr
Bullseye Modulars LLC | Roll Year: 2024 Curr Yr | Ridng stable | Land AV: 105,000
4866 Pattersonville-Rynex Cor | Land Size: 60.00 acres | Non-Homestead | Total AV: 110,000

- Parcel 12.-3-15.1
  - History
  - Assessment
    - Spec Dist(s)
  - Description
  - Owner(s)
  - Images
  - Gis
  - Site (1) Com
    - Land(s)
    - Bldg 1 Sec 1
    - Com Use
    - Valuation
  - Sale12/15/21
    - Site (1) Com
      - Land(s)
      - Bldg 1 Sec 1
      - Com Use
      - Valuation

Owner | Tax Bill Mailing Address | 3rd Party Address | Bank

Total: 1 Owners: To open, click the appropriate row. (Right Click to Add)

| Bullseye Modulars LLC | Owner Type: Primary | Desig Status: |
|---|---|---|

Last Name / Company: Bullseye Modulars LLC
First Name:
MI:
Jr., Sr., etc:
Attention To / In Care Of:
Additional Address:
Street No: 176
Prefix Dir:
Street / Rural Route: Kunz
St Suffix: Rd
Post Dir:
UnitName:
Unit No:
Po Box No:
City/Town: Broadalbin
State: NY
Zip Code: 12025
Country: enter if not "USA"
Bar Cd:
Ownership: e.g. Life Use
Owner Type: P = Primary
Owner's Primary Residence

Ready

**RESOLUTION NO. 240.24**

**TO AMEND RESOLUTION NO. 75.24: TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BELLAMY CONSTRUCTION FOR BORING SERVICES**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** Section 1 of Resolution 75.24, as amended, is hereby amended, and restated to read as follows:

> The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Bellamy Construction, located at 6684 Amsterdam Road, Scotia, NY 12302, for trenchless horizontal drilling under D.O.T. highways for water service replacement to the area located at 2515 Hamburg Street, and 845 Curry Road in the amount not to exceed nineteen thousand two hundred seventy and 00/100 ($19,270.00) dollars.

**SECTION 2.** This resolution shall become effective on June 12, 2024.

**DATED:** June 12, 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: May 25, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: To Amend resolution 75.24 relating to agreement with Bellamy Construction for boring services

TOWN BOARD MEETING: June 12, 2024

Background Information: Original agreement with Bellamy Construction for drilling at 2515 Hamburg Street was approved to not exceed five thousand three hundred eight five dollars and 00/100 ($5,385.00) which was based on the expectation that it would take one eight hour day. Cost exceeded the original estimate due to additional work required in order to complete the job which resulted in two additional days of work. Additionally, drilling was required at 845 Curry Road for one day.

Evaluation/Analysis: Additional costs for work on Hamburg street is $13,885.00 (Total $19,270.00)

Costs associated with work done on Curry Road drilling is $5,385.00

Total additional costs to be approved are $19,270.00

Recommendation(s): Approve additional costs for Hamburg, and approve work done at Curry Road

Attachment/Document(s):

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BELLAMY
CONSTRUCTION

6684 Amsterdam Road, Scotia, NY 12302
P: 518.214.4082.ext 305 | F: 518.214.4086

# INVOICE

INVOICE #: 3791
INVOICE DATE: 2/19/2024
CUST PO#:
CUST #: ROTTOW

TO: Town of Rotterdam

JOB: 24-0025
Rotterdam, Town of
2515 Hamburg Street
Rotterdam, NY 12306

| Description | Units | Unit Price | Amount |
|---|---|---|---|
| Original quote dated 2/5/24 - water service replacement | | | |
| 2/2/24 Daily Rate | 1.00 | 5,385.00 | 5,385.00 |
| 2/5/24 Daily Rate | 1.00 | 5,385.00 | 5,385.00 |
| 2/6/24 Daily Rate | 1.00 | 8,500.00 | 8,500.00 |
| | | **Subtotal** | **$19,270.00** |
| | | **Retainage** | **$0.00** |

RECEIVED
APR 02 2024

Net 10 Days

| SUBTOTAL | RETAINAGE | TAX RATE | TAX AMOUNT | INVOICE TOTAL |
|---|---|---|---|---|
| $19,270.00 | $0.00 | 0.00 % | $0.00 | $19,270.00 |

**TERMS AND CONDITIONS:** This invoice will be considered correct unless notification is received within 5 days from date.
Invoices not paid within 30 days will be considered past due.
A FINANCE CHARGE of one and one half percent (1.5) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen percent. (18)
In case of non-payment, cost of collection including reasonable attorney's fee will be charged.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 24, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 75.24**

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

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

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

**DATED:** January 24, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on January 24, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Rotterdam this January 26, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

BELLAMY
CONSTRUCTION

6684 Amsterdam Road, Scotia, NY 12302
P: 518.214.4082.ext 305 | F: 518.214.4086

# INVOICE

INVOICE #: 3803.
INVOICE DATE: 3/29/2024
CUST PO#:
CUST #: ROTTOW

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

JOB: 24-0043
Rotterdam -Curry Rd
845 Curry Rd
Rotterdam, NY 12306

| Description | Units | Unit Price | Amount |
|---|---|---|---|
| Water Service Replacement - Daily Rate | 0.00 | 0.00 | 5,385.00 |
| | | **Subtotal** | **$5,385.00** |
| | | **Retainage** | **$0.00** |

RECEIVED
APR 02 2024

**Net 10 Days**

| SUBTOTAL | RETAINAGE | TAX RATE | TAX AMOUNT | INVOICE TOTAL |
|---|---|---|---|---|
| $5,385.00 | $0.00 | 0.00 % | $0.00 | $5,385.00 |

**TERMS AND CONDITIONS:** This invoice will be considered correct unless notification is received within 5 days from date.
Invoices not paid within 30 days will be considered past due.
A FINANCE CHARGE of one and one half percent (1.5) per month thereafter will be charged on the unpaid balance for an annual percentage rate of eighteen percent. (18)
In case of non-payment, cost of collection including reasonable attorney's fee will be charged.

**RESOLUTION NO. 241.24**

**TO AUTHORIZE PURCHASE OF CHLORINE GAS**

**WHEREAS,** the publication of a Bid Notice, on BidNet seeking bids for the Town of Rotterdam's purchase of Chlorine gas was published on January 12, 2024; and

**WHEREAS,** on January 26, 2024 the bids received in response to the Bid Notice were opened; and

**WHEREAS,** JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236, submitted a bid for Chlorine gas at a price of $400.00 per 150-pound cylinder; and

**WHEREAS,** by Resolution No. 87.24, the Town Board accepted and awarded a bid for the purchase of Chlorine gas for the Town of Rotterdam to JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236; and

**WHEREAS,** the Town of Rotterdam has received notification from JCI Jones Chemical that due to rail fright cost increases issued by their producers of Chlorine Gas, the price of Chlorine gas increased to $403.00 per 150-pound cylinder; and

**WHEREAS,** Chlorine gas is necessary to treating the water supplied to Town residents and the Town of Rotterdam must acquire sufficient supplies of Chlorine gas; and

**WHEREAS**, given the supply and demand constraints in the Chlorine gas industry, the changes in available suppliers, and the frequent changes in price arising from unprecedented market forces outside the Town's control, the Town Board hereby finds it necessary and appropriate to recognize an emergency relating to the purchase of Chlorine gas and that JCI Jones Chemical is still currently the lowest bidder of source thereof, and to authorize the purchase of Chlorine gas at the market price, and finds that based on the foregoing, the purchase of Chlorine gas as authorized by this Resolution is consistent with applicable legal requirements, including under General Municipal Law § 103;

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the purchase of Chlorine gas from JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236, in an amount not to exceed $403.00 per 150-pound cylinder.

**SECTION 2.** The Town Board reserves all of its legal rights with respect to purchasing pursuant to the original contract award pursuant to Resolution 87.24 to the fullest extent. Neither this Resolution 241.24, nor any purchases made pursuant to this Resolution 241.24, shall be deemed as any waiver of any rights or remedies the Town may have against JCI Jones Chemical or any other supplier of Chlorine gas.

**SECTION 3.** The Town Board hereby authorizes the Town Supervisor or her designee to execute such documents and instruments as may be necessary to effectuate this Resolution.

**SECTION 4.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: May 29, 2024

TO: Supervisor, Mollie A. Collins

FROM: Justin Peterson, Sr. Water Treatment Plant Operator

TITLE OF LEGISLATIVE REQUEST: Chlorine Gas Price Increase

TO BE PLACED ON TOWN BOARD MEETING OF: June 12, 2024

**Background Information:** JCI was the sole bidder in 2024 for Chloride Gas with a price per cylinder of $400.00. A letter was sent out informing the Town of a price increase to $403.00 per cylinder to go into effect July 1, 2024.

**Evaluation/Analysis:** JCI is the sole provider for chlorine gas.

**Recommendation(s):** Town Board approve the price increase and avoid delay in shipment of disinfection chemicals.

**Attachment/Documents(s):** Increase letter

**Compliance with Purchasing Policy:** Yes

**Effect(s) on Existing Law(s):** None

LEGISLATION WAS PREPARED BY: Justin Peterson, Sr. Water Treatment Plant Operator

May 29, 2024

**PLEASE SIGN AND RETURN ASAP**
**TO AVOID POSSIBLE SHIPMENT DELAYS**

Town of Rotterdam
1100 Sunrise Blvd
Schenectady, NY 12303

Dear Customer:

Rail Freight cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective July 1, 2024 your Chlorine price must increase to $403/cyl. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

*JCI Jones Chemicals, Inc*

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to or return via fax to (845) 986-0619.

Accepted by: _____ Date: _____

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

March 15, 2024

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 45 per short ton in the United States, and C$ 65 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine in addition to increased logistics costs.

Standard lead time for all chlorine rail shipments is 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky
Director, Commercial Chlor-Alkali

**RESOLUTION NO. 242.24**

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH PRIME AE/KB ENGINEERING & ARCHITECTURE P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1**. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with KB Engineering & Architecture P,C., located at 100 Great Oaks Boulevard Suite 114, Albany, NY 12203, for professional engineering services related to the Leak Detection Survey for Water District No. 5, in an amount not to exceed twenty three thousand seven hundred and 00/100 ($23,700.00) dollars, for a new total agreement amount not to exceed eight one thousand five hundred fifty and 00/100 ($81,550.00) dollars.

**SECTION 2**. This resolution shall become effective June 12, 2024.

**DATED:** June 12, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | | | |
| 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: June 3, 2024

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Negotiate and execute Amendment #1 to the existing agreement with Prime AE/KB Engineering & Architecture P. C. for professional engineering services related to the leak detection survey for Water District #5.

TOWN BOARD MEETING: June 12, 2024

Background Information: The town has contracted with KB Engineering & Architecture, P.C. for leak detection in Water Districts #3, #4 and #5. The town wishes to continue leak detection in Water District #5 and increase the areas not previously covered in the former contract.

Evaluation/Analysis: Expanding the area within Water District #5 will enable us to continue our leak detection survey as required by the Department of Environmental Conservation.

Recommendation(s): Authorize the supervisor to execute Amendment #1 to the existing agreement with Prime AE/KB Engineering & Architecture P.C. for the expansion of leak detection within Water District #5.

Attachment/Document(s): Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

KB Engineering & Architecture, P.C.
100 Great Oaks Boulevard, Suite 114
Albany, NY 12203
P: 1.833.723.4768

May 15, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
**WD#5 Leak Detection Survey**
**Proposed Amendment #1 for Engineering Services**

Dear Mrs. Collins:

KB Engineering & Architecture, P.C. (KB) is pleased to submit this Amendment #1 to provide additional Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5 noted as Phases 3, 4 & 5 on the attached map. These areas include up to 62 miles of additional pipe. We propose the following scope of engineering services:

A. Base Services

Task 1: Field Survey

1. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 24 miles of pipe for **Phase 3**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 48 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
2. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 21 miles of pipe for **Phase 4**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 44 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
3. KB will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 17 miles of pipe for **Phase 5**. This GPS data will be utilized to develop the shape files necessary for a future Leak Detection Contract. We have included 40 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed the figures shown in the table below, to be billed monthly on a percentage complete basis. Please place an "X" and initial next to each Project Area fee that you would like to include in the scope of work and enter the sum on the following line: Agreed Upon Contract Fee: $_____.

| Project Area | Est. Pipe Length, miles | Engineering Fee | Selected Project Area |
|---|---|---|---|
| Phase 3 | 24 | $9,000.00 | |
| Phase 4 | 21 | $7,600.00 | |
| Phase 5 | 17 | $7,100.00 | |
| Total | 62 | $23,700.00 | |

C. Exceptions and Limitations:

1. No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the Town.
2. This amendment is for field services and coordination, no plans or specifications will be prepared for bidding the leak detection of the areas. We can provide a separate Amendment for that work when requested by the Town.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB's performance of the affected Services. If KB's adherence to Client's policies increases KB's costs of providing the Services, KB shall notify Client of the foregoing and Client shall pay KB for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Amendment #1 shall be performed in accordance with KB's Standard Terms and Conditions, which will remain in full force and effect from our original contract.

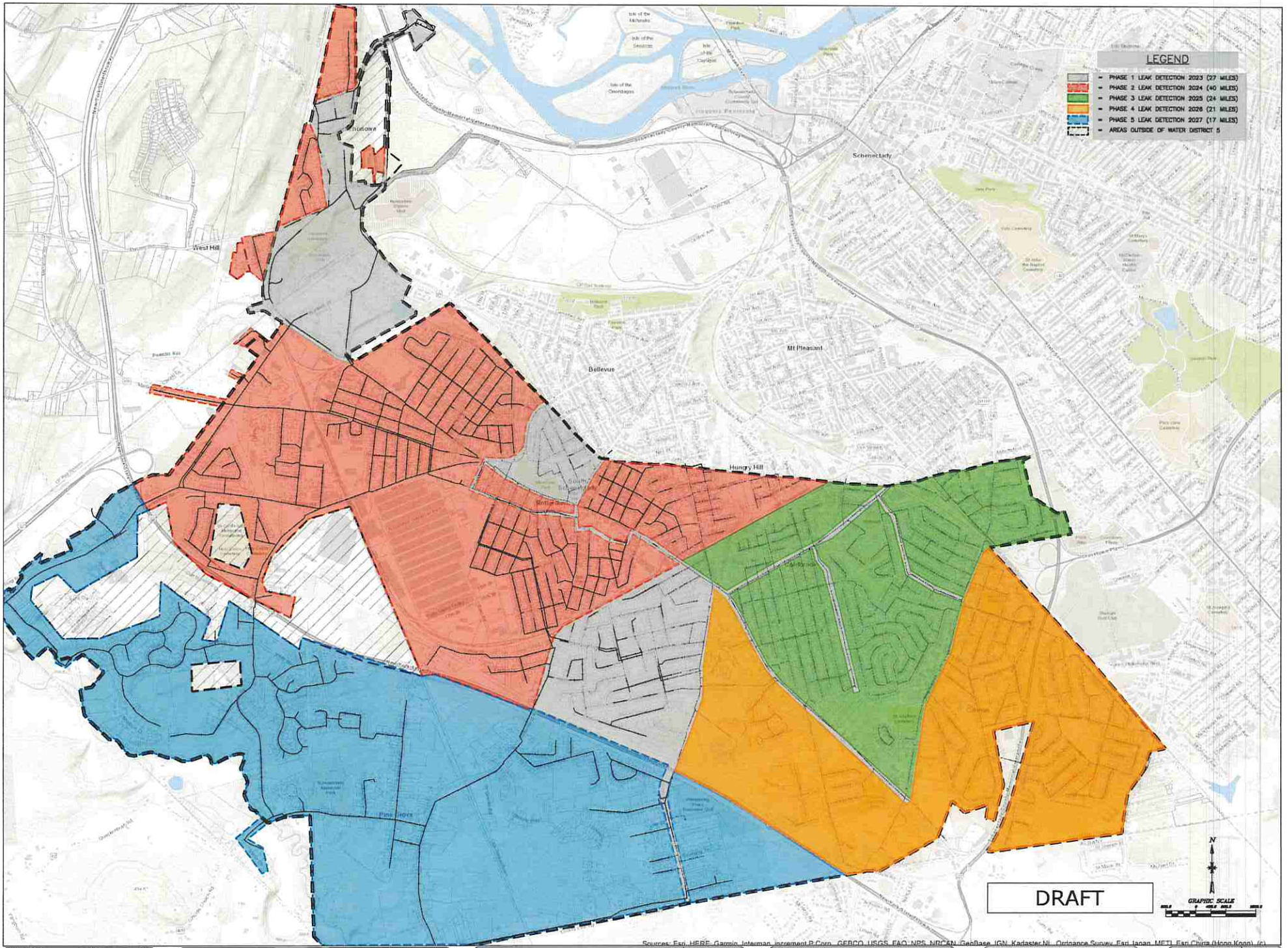
If you agree with this Proposal, please return an executed copy of this Amendment #1. If you have any questions, please feel free to contact me.

Sincerely,

Douglas P. Cole, P.E.
Senior Director of Engineering

cc: Charles Jack Dodson

| AGREED TO BY TOWN OF ROTTERDAM: | AGREED TO BY KB ENGINEERING & ARCHITECTURE, P.C.: |
|---|---|
| Mollie Collins, Supervisor | Kumar Buvanendaran, P.E. – President & CEO |
| DATE: | DATE: 5/15/2024 |




| NO. | DATE | REVISION | BY |
|---|---|---|---|
| 00 | 04/01/24 | ORIGINAL ISSUE | MAL |

PRIME AE
Albany Office
100 Great Oaks Blvd | Suite 114
Albany, New York 12203
Ph: 518 382 1774
www.primeaeg.com

PROJ. ENGR.: JDT | DRAWN BY: MAL | CHECKED BY: DPC

TOWN OF ROTTERDAM
SCHENECTADY COUNTY

WATER SYSTEM LEAK DETECTION

SHEET TITLE:
WD#5
PHASING MAP

SCALE: AS SHOWN
FILE NO.: 240610-000R
DATE: APRIL 2024
SHEET NO.: 1

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, March 27, 2024, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 155.24**

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5**

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

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Prime AE, located at 100 Great Oaks Boulevard, Suite 114 Albany, New York 12203, for Professional Engineering Services related to a Leak Detection Survey for Water District No. 5, in the amount not to exceed fifty-seven thousand eight hundred fifty and 00/100 ($57,850.00) dollars.

**SECTION 4.** This resolution shall become effective March 27, 2024.

**DATED:** March 27, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on March 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF,** I have hereunto set my hand and the seal of the Town of Rotterdam this April 1,2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

# TOWN OF ROTTERDAM

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

## LEGISLATIVE REQUEST FORM

| | |
|---|---|
| DATE: | March 22, 2024 |
| TO: | Town Board |
| FROM: | Jack Dodson |
| TITLE OF REQUEST: | Prime AE – Leak Detection Survey – WD No. 5 |
| TOWN BOARD MEETING: | March 27, 2024 |
| Background Information: | The Town's NYSDEC water withdrawal permit requires the town perform leak detection surveys for the water system. |
| Evaluation/Analysis: | Perform a leak detection survey on 40 miles of piping in WD No. 5 including GPS location of water valves and hydrants to provide a shape file to the leak detection contractor. |
| Recommendation(s): | Retain Prime AE to prepare a leak detection bid package to retain a contractor to perform a leak detection survey for 40 miles of pipe in WD No. 5. |
| Attachment/Document(s): | Agreement dated March 13, 2024. |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | N/A |
| LEGISLATION WILL BE PREPARED BY: | Supervisors Office |

PRIME AE

Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

March 13, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
**WD#5 Leak Detection Survey**
**Proposal for Engineering Services**

Dear Mrs. Collins:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this Proposal to provide Professional Engineering Services related to the Leak Detection Survey of portions of the Town of Rotterdam Water District #5. These portions will include up to 40 miles of pipe. We propose the following scope of engineering services:

A. Base Services

Task 1: Field Survey/Design Phase

1. PRIME AE will discuss the exact location of the proposed 40 miles of pipe to leak detect with Town representatives, review existing mapping in our files, and additional mapping as provided by the Town.
2. PRIME AE will perform a field survey to gather the location and GPS coordinates of existing water valves and existing fire hydrants in up to 40 miles of pipe. This GPS data will be utilized to develop the shape files necessary for the Water Leak Detection Contractor to perform their work accurately and efficiently. We have included 180 hours for a field person to obtain GPS locations of the existing water valves and fire hydrants.
3. PRIME AE will prepare a Bid Package containing plans and specifications for the Leak Detection Survey to be performed by a contractor hired by the Town.

Task 2: Bid Phase

1. PRIME AE will assist the Town with bidding the project and make a recommendation of award.

Task 3: Contract Administration

1. PRIME AE will coordinate the Leak Detection Survey with the Contractor and Town Water Department personnel.
2. PRIME AE will locate, catalogue and evaluate the issues found during the survey. We have included a field person to be on site full time during the investigation and obtain GPS locations of the problem areas.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **$57,850.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations: No AutoCAD drawings will be created from the GPS field work, only shape files to be provided to the contractor. PRIME AE will review the selected contractor's schedule with the Town to determine if additional field representative time is warranted above the estimated time in this proposal.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

**KB Group of NY, Inc. dba PRIME AE Group of NY**

Douglas P Cole

Douglas P. Cole, P.E.
Senior Director of Engineering

Enclosure: Standard Terms & Conditions

cc: Charles Jack Dodson

AGREED TO BY TOWN OF ROTTERDAM:

Mollie A. Collins

Mollie Collins, Supervisor

DATE: 4/2/2024

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Douglas P Cole

Douglas P. Cole, P.E. – Senior Director of Engineering

DATE: 3/11/2024

**RESOLUTION NO. 243.24**

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING AGREEMENT WITH BARTON AND LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SCHEMATIC DESIGN PHASE FOR THE NEW HIGHWAY GARAGE**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for revision 1 dated May 30, 2024, regarding the Schematic Design Phase services for a new Highway Garage, located at West Campbell Road, Rotterdam New York 12306, for a lump sum fee not to exceed two hundred thousand and 00/100 ($200,000.00) dollars.

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: June 3, 2024

TO: Town Board

FROM: Larry LaMora, Highway Superintendent

TITLE OF REQUEST: Negotiate and execute an agreement with Barton & Loguidice for the completion of the Schematic Design of the Highway Garage

TOWN BOARD MEETING: June 12, 2024

Background Information: The town has contracted with Barton & Loguidice for the schematic design of the highway garage. Currently the schematic design is at 30%.

Evaluation/Analysis: This agreement would bring the schematic design of the highway garage into completion (100%).

Recommendation(s): Authorize the supervisor to execute an agreement with Barton & Loguidice for the completion of the schematic design of the highway garage.

Attachment/Document(s): Contract

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Fourteenth day of February in the year 2023 (Revision 1, dated May 30, 2024)
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

and the Architect:
*(Name, legal status, address and other information)*

Barton & Loguidice, DPC.
10 Airline Drive
Suite 200
Albany, New York 12205

for the following Project:
*(Name, location and detailed description)*

Construction of a new Department of Public Works Highway Garage for the Town of Rotterdam, to be located at West Campbell Road, Rotterdam, New York.

Barton & Loguidice, DPC. is authorized by the Town of Rotterdam to create project documents in accordance with Article 3 Scope of Architects Basic Services, which shall include the following Sections:
3.2 Schematic Design Phase Services 30% of the Schematic Design Phases Services were completed March 2024.

05/30/24 Update - The following services have been updated and are included in this revised contract agreement:
3.2 Schematic Design Phase Services, Complete balance of Schematic Design Phase Services 70%

The following Sections are excluded from this agreement at this time:
3.3 Design Development Phase Services
3.4 Construction Document Phase Services
3.5 Procurement Phase Services
3.6 Construction Phase Services & Construction Observation

The Owner and Architect agree as follows:

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*
Owner's program is based on Exhibit "A", Schematic Design Drawings, dated March 08, 2024.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*
New building construction, totaling approximately 38,000 square feet, is to be sited at the Town of Rotterdam property located at West Campbell Road, Rotterdam, NY. The project will be based on the information provided in Exhibit A, B & C, per 1.1.1 above.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*
Owner's Budget based on Exhibit C, per 1.1.1 above.

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:



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.1 Design phase milestone dates, if any:

To be determined (TBD), estimated schematic design phase June 2024 - December 2024

.2 Construction commencement date:

To be determined (TBD)

.3 Substantial Completion date or dates:

To be determined (TBD)

.4 Other milestone dates:

TBD

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Contractor Bid, Multiple Prime Contracts (Wicks Law)

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None.

*(Paragraph deleted)*
**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

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

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

To Be Determined

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

.1
*(Paragraphs deleted)*
**To be Determined**

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Donald H. Fletcher, P.E., Executive Vice President
Barton & Loguidice, DPC.
10 Airline Drive, Suite 200


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Albany, New York 12205
(518) 218-1801

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1**

*(Paragraphs deleted)*

**None**

**§ 1.1.11.2** Consultants retained under Supplemental Services:

None

**§ 1.1.12** Other Initial Information on which the Agreement is based:

1.1.12.1 As a condition of this Agreement, it shall be acknowledged by all parties that the term "Architect" shall be understood to mean "Engineer" throughout the entirety of the Agreement.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.


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**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000 ) for each occurrence and Two Million Dollars ($ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000 ) per claim and Two Million Dollars ($ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.


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**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, but only to the extent as specifically described and included in Exhibit B.. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.


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**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review the amounts due the Contractor and shall issue certificates in such amounts. The Architect's review for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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


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**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

**.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

**.2** issue Certificates of Substantial Completion;

**.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

**.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.*

Init.
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*Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| § 4.1.1.1 Programming | Owner/Architect |
| § 4.1.1.2 Multiple preliminary designs | Not Provided |
| § 4.1.1.3 Measured drawings | Not Provided |
| § 4.1.1.4 Existing facilities surveys | Not Provided |
| § 4.1.1.5 Site evaluation and planning | Architect |
| § 4.1.1.6 Building Information Model management responsibilities | Not Provided |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 Civil engineering | Architect |
| § 4.1.1.9 Landscape design | Architect |
| § 4.1.1.10 Architectural interior design | Architect |
| § 4.1.1.11 Value analysis | Owner/Architect |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Not Provided |
| § 4.1.1.13 On-site project representation | Not Provided |
| § 4.1.1.14 Conformed documents for construction | Not Provided |
| § 4.1.1.15 As-designed record drawings | Architect |
| § 4.1.1.16 As-constructed record drawings | Architect |
| § 4.1.1.17 Post-occupancy evaluation | Not Provided |
| § 4.1.1.18 Facility support services | Not Provided |
| § 4.1.1.19 Tenant-related services | Not Provided |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | Not Provided |
| § 4.1.1.21 Telecommunications/data design | Owner |
| § 4.1.1.22 Security evaluation and planning | Owner |
| § 4.1.1.23 Commissioning | Not Provided |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| § 4.1.1.25 Fast-track design services | Not Provided |
| § 4.1.1.26 Multiple bid packages | Not Provided |
| § 4.1.1.27 Historic preservation | Not Provided |
| § 4.1.1.28 Furniture, furnishings, and equipment design | Not Provided |
| § 4.1.1.29 Other services provided by specialty Consultants | Not Provided |
| § 4.1.1.30 Other Supplemental Services | Not Provided |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*


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**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

**.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

**.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

**.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

**.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

**.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

**.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

**.7** Preparation for, and attendance at, a public presentation, meeting or hearing;

**.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

**.9** Evaluation of the qualifications of entities providing bids or proposals;

**.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

**.11** Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

**.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

**.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Ten ( 10 ) visits to the site by the Architect during construction
.3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 One ( 1 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.


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**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the


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Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

**.1** give written approval of an increase in the budget for the Cost of the Work;
**.2** authorize rebidding or renegotiating of the Project within a reasonable time;
**.3** terminate in accordance with Section 9.5;
**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
**.5** implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the


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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

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[ X ] Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** Termination Fee:

Zero Dollars

**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero Dollars

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.


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**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as modified in writing by Owner, Architect and Contractor and expressly agreed to by Architect.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or would impose duty on the Architect without its written consent.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1** Stipulated Sum (Lump Sum):


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| A. Scope of Architects Basic Services: | | Phase Cost: |
|---|---|---|
| 3.2 | 30% of Schematic Design Phase Services | $75,000, 100% Completed 3/24 |
| 3.2 | 70% of Schematic Design Phase Services | $200,000, Balance to finish Schematic Design Phase |
| 3.3 | Design Development Phase Services | Not included at this time |
| 3.4 | Construction Document Phase Services | Not included at this time |
| 3.5 | Procurement Phase Services | Not included at this time |
| 3.6 | Construction Phase Services | Not included at this time |
| | Construction Observation | Not included at this time |

Total: Two Hundred Thousand Dollars ($200,000)

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Not Applicable

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2023

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5**
*(Paragraphs deleted)*
**Deleted**
**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B, Barton & Loguidice Billing Rates for Calendar Year 2023
*(Table deleted)*
**§ 11.8 Compensation for Reimbursable Expenses**
**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
**.1**
*(Paragraphs deleted)*
Permitting and other fees required by authorities having jurisdiction over the Project;
**.2** Printing, reproductions, plots, and standard form documents;
**.3** Postage, handling, and delivery;
*(Paragraphs deleted)*


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.4 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

*(Paragraphs deleted)*

.5 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.6 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Direct cost of any additional required insurances required from the Architects insurance provider.

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** An initial payment of Zero Dollars ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*
**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

2.0 % per Month

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

None

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2


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*(Paragraphs deleted)*

Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ X ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: Conceptual Design Drawings prepared by Barton & Loguidice, DPC., dated March 2019

*(Paragraphs deleted)*

Exhibit B: Barton & Loguidice Billing Rates for Calendar Year 2023

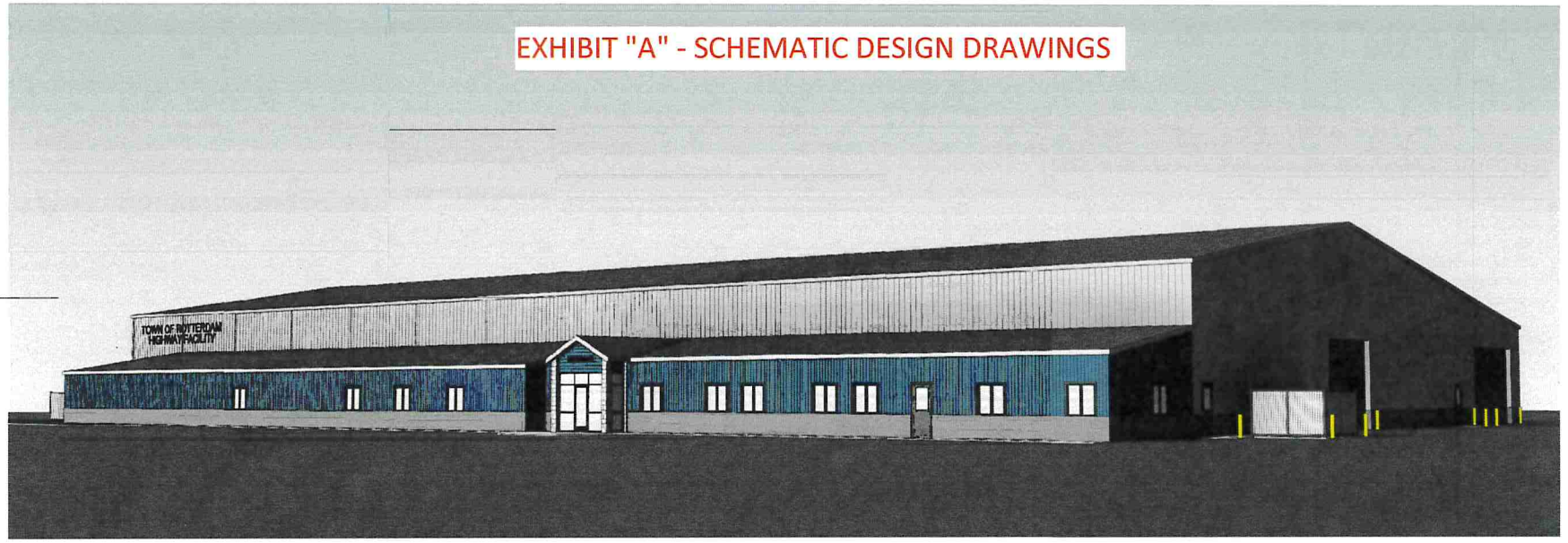
This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| | Donald H. Fletcher, P.E.<br>Executive Vice President |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |



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# EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS







IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, 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 IS ALTERED, THE ALTERING PROFESSIONAL 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

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TOWN OF ROTTERDAM
HIGHWAY FACILITY

PERSPECTIVE VIEWS

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205
NYS CERTIFICATE #
0018346, 0205580, 0139043, 019905, 0200336

REVIEW ONLY
NOT FOR
CONSTRUCTION

NYS EXP.:

Date
03/08/24

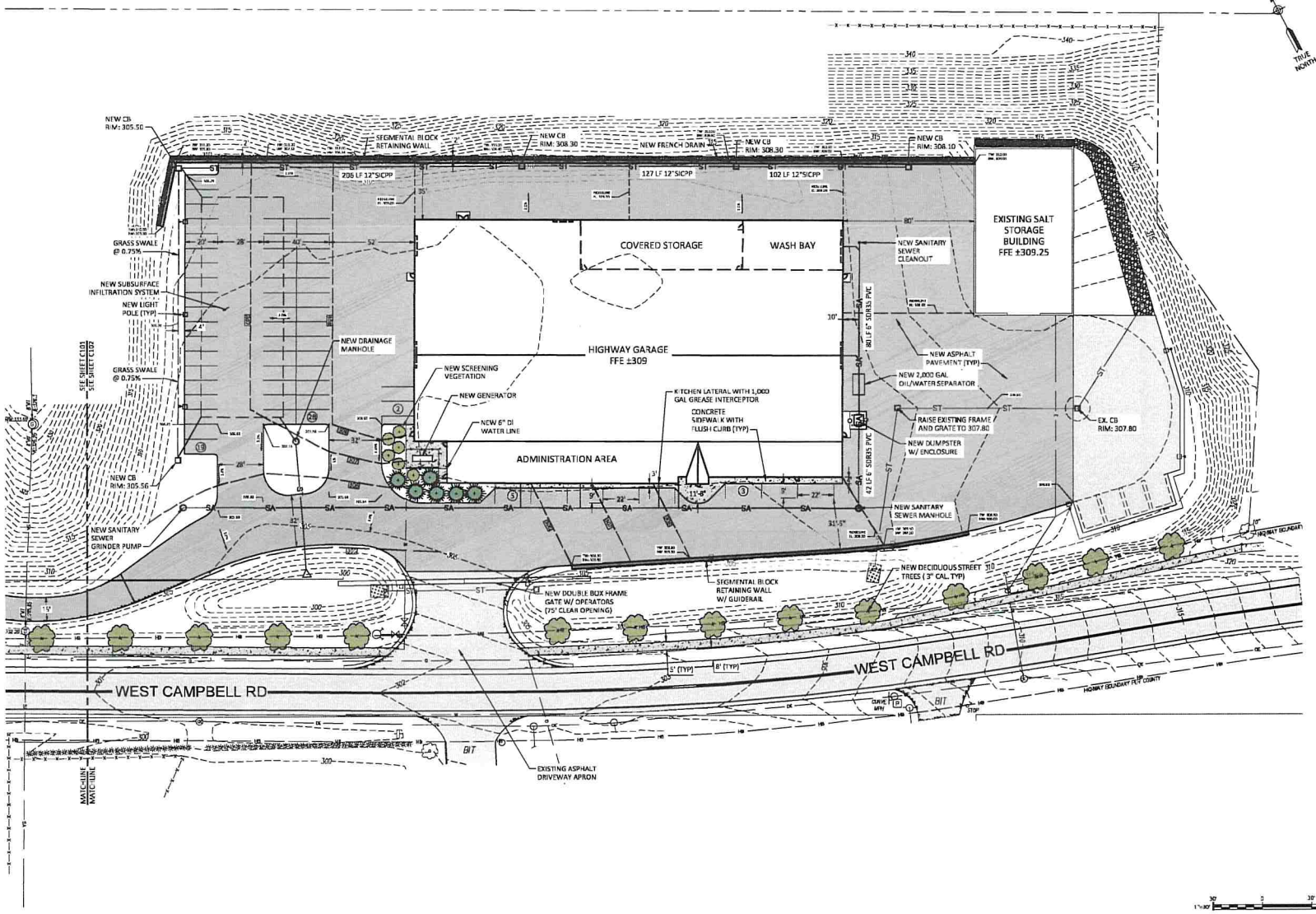
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904.056.001

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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM


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


PRELIMINARY
3/8/2024

Date
03/08/24

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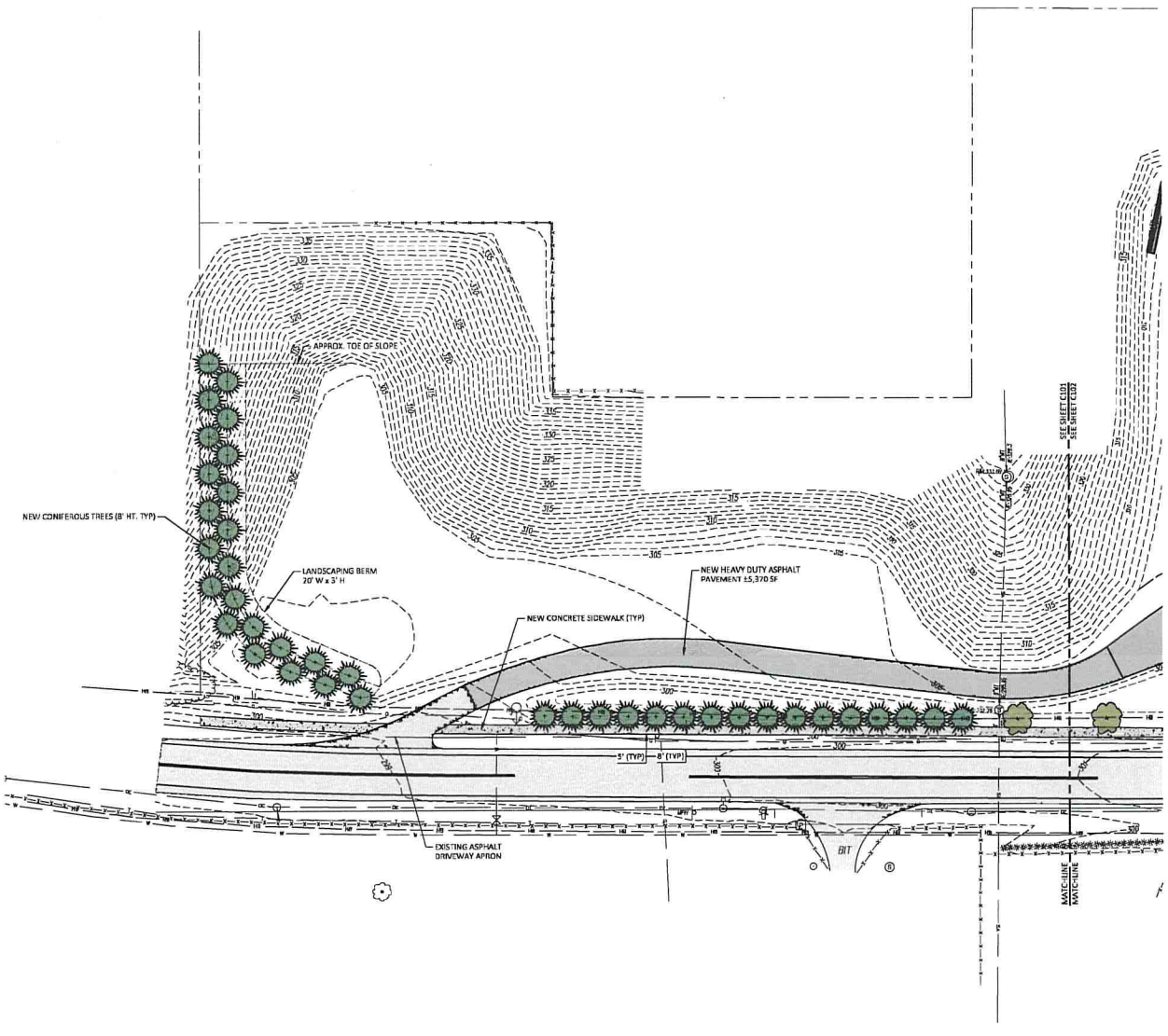
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Checked by RJW Drawn by EPI Designed by INITIALS In charge of DHF

# EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS




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REVISIONS

TOWN OF ROTTERDAM
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CONCEPTUAL SITE PLAN

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

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10 Airline Drive, Suite 200
Albany, NY 12205

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3/8/2024

Date
03/08/24

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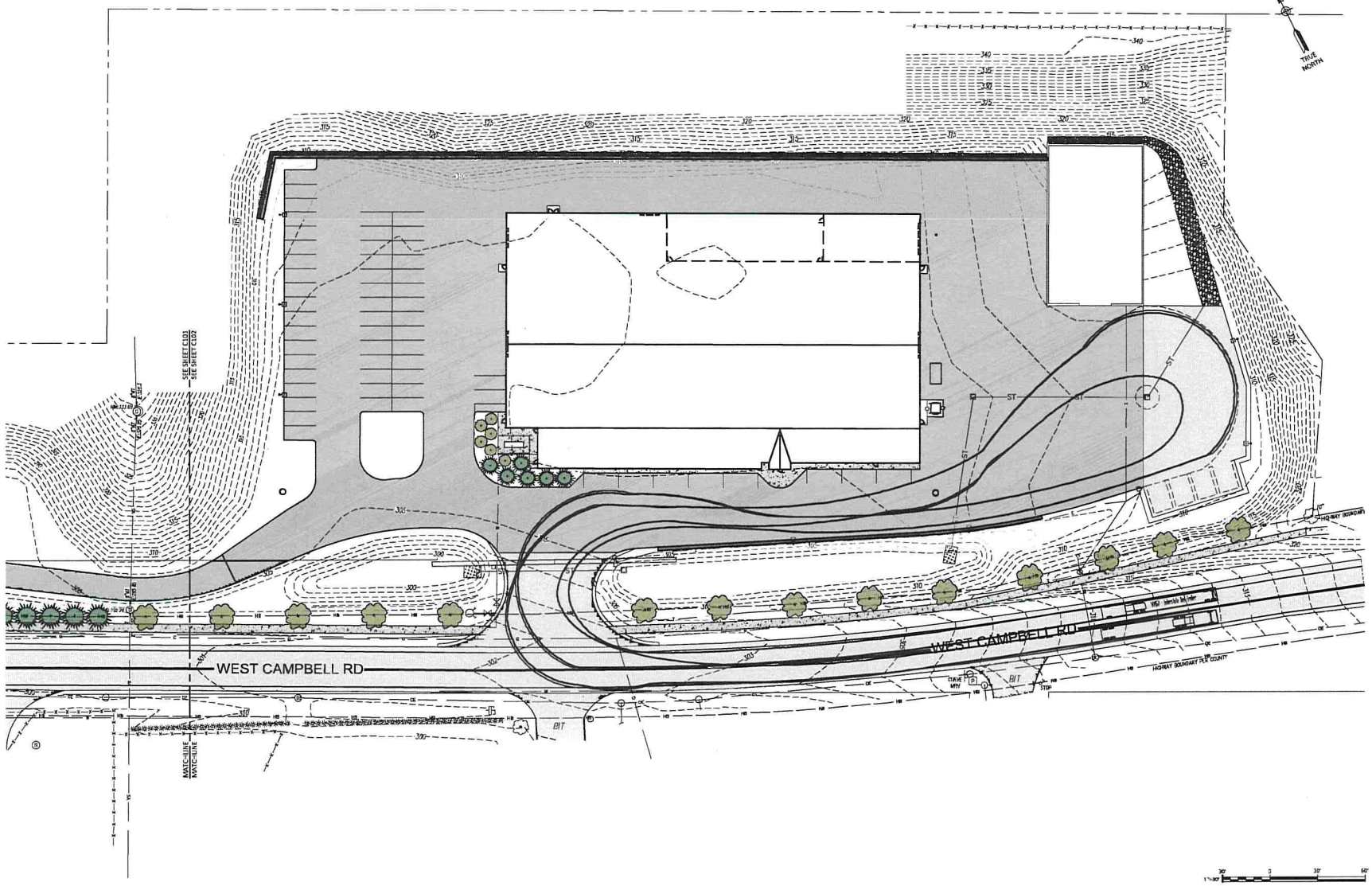
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Checked by _____ Drawn by RJLW EPR Designed by _____ INITIALS _____ In charge of _____ DHF

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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN
WB-67 TURNING DIAGRAM

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

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

B&L

PRELIMINARY
3/8/2024

Date
03/08/24

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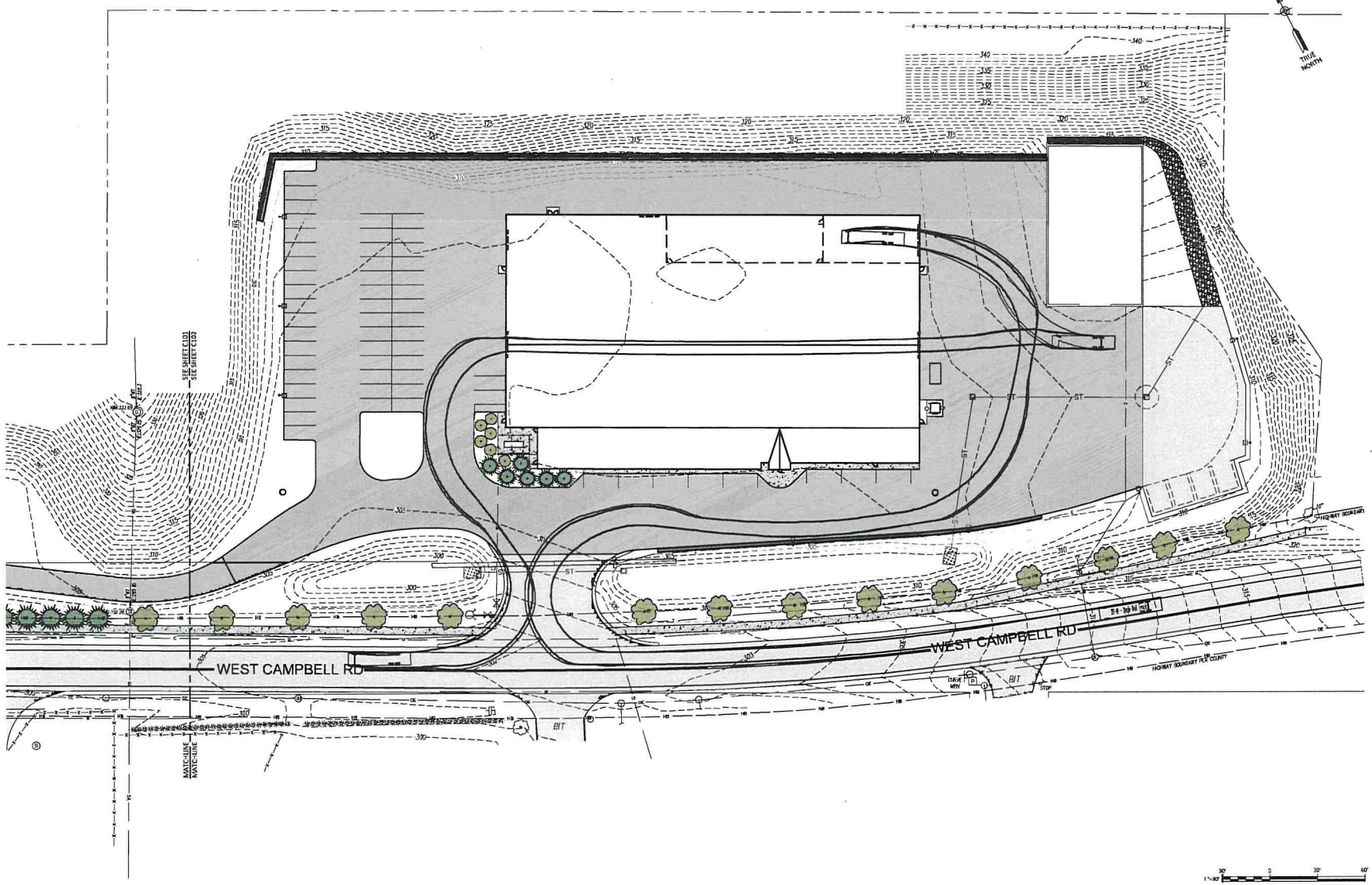
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Checked by RJW Drawn by EPB Designed by INITIALS In charge of RHF

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REVISIONS

TOWN OF ROTTERDAM
DPW GARAGE

CONCEPTUAL SITE PLAN
SU-40 TURNING DIAGRAM

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

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PRELIMINARY
3/8/2024

Date
03/08/24

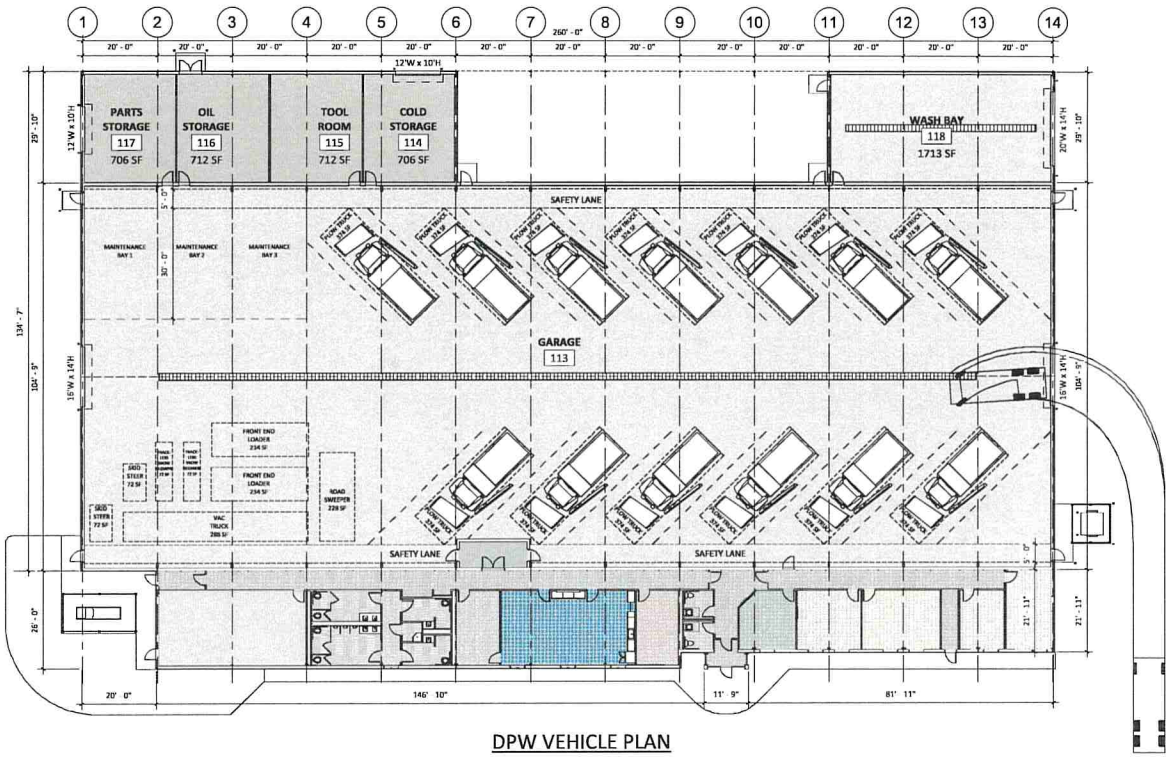
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C201B

Project Number
904.056.001

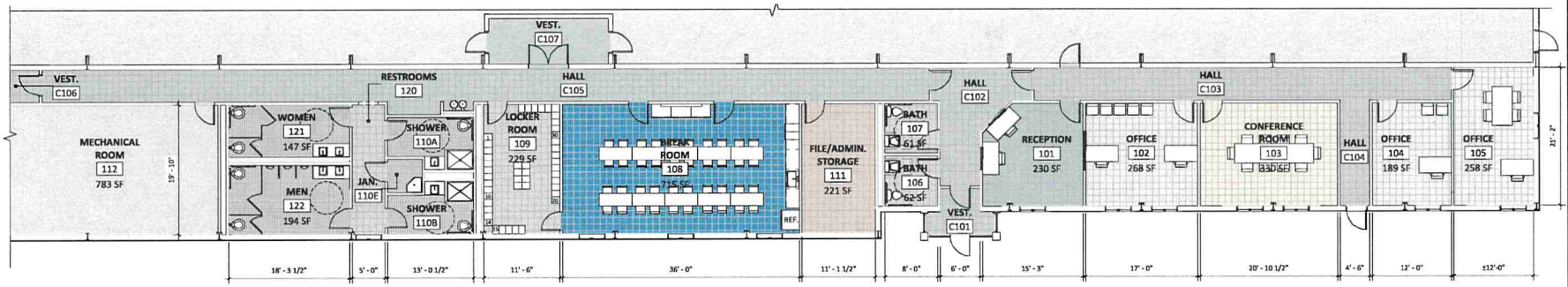
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Drawn by RJW | Designed by LPR | INITIALS | In charge of DHE




DPW VEHICLE PLAN

SCALE: 1/16" = 1'-0"




ENLARGED ADMIN. AREA FLOOR PLAN

SCALE: 1/8" = 1'-0"

REVISIONS

TOWN OF ROTTERDAM
HIGHWAY FACILITY

FIRST FLOOR PLAN

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

NYS CERTIFICATE #
001824, 020588, 019903, 019905, 020335

REVIEW ONLY
NOT FOR
CONSTRUCTION

NYS EXP.:

Date 03/08/24

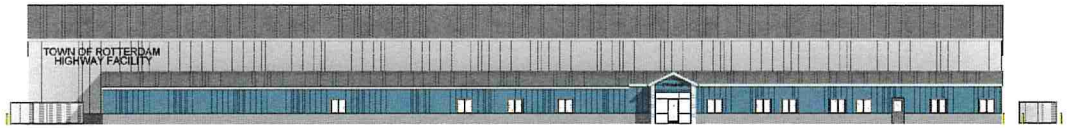
Scale AS SHOWN

Sheet Number A101

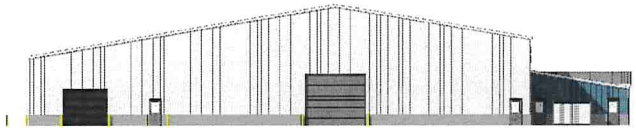
Project Number 904.056.001

Plotted: 3/8/2024 2:23:48 PM
C:\Users\jstitt\Desktop\Projects Local Folder\2. Revit Backup Files\5. Rotterdam Highway Garage Design Schemes - CENTRAL FILE 11-30-23_jstitt.rvt
Checked by: ckrekker Drawn by: Author Designed by: Designer In Charge of:

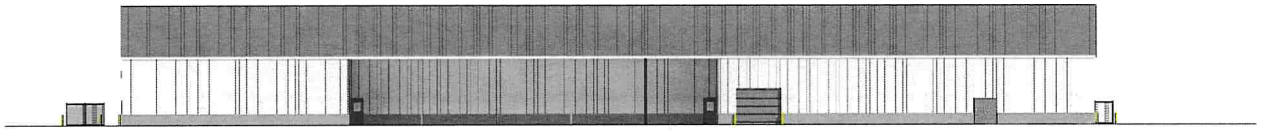
# EXHIBIT "A" - SCHEMATIC DESIGN DRAWINGS



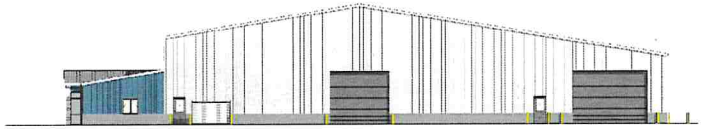

1 SOUTH ELEVATION
1/16" = 1'-0"



2 WEST ELEVATION
1/16" = 1'-0"



3 NORTH ELEVATION
1/16" = 1'-0"



4 EAST ELEVATION
1/16" = 1'-0"

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, 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 IS ALTERED, THE ALTERING PROFESSIONAL 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
HIGHWAY FACILITY

EXTERIOR ELEVATIONS

SCHENECTADY COUNTY, NEW YORK

TOWN OF ROTTERDAM

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

NYS CERTIFICATE #
0018246, 020588, 019903, 019905, 020335

REVIEW ONLY
NOT FOR
CONSTRUCTION

NYS EXP.:

Date
03/08/24

Scale
AS SHOWN

Sheet Number
A301

Project Number
904.056.001

Plotted: 3/8/2024 2:24:56 PM
G:\Users\jstitt\Desktop\Projects Local Folder\2. Revit Backup Files\S. Rotterdam Highway Garage Design Schemes - CENTRAL_FILE 11-30-23_jstitt.rvt
Checked by: CFrickaker Drawn by: Author Designed by: Designer In Charge of:

**RESOLUTION NO. 244.24**

**TO NEGOTIATE AND EXECUTE A CONTRACT WITH SANTORE'S WORLD OF FAMOUS FIREWORKS LLC AND NIGHT SKY PRODUCTIONS LLC**

**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 Chief of Police to negotiate and execute a contract with Santore's World of Famous Fireworks, LLC, and Night Sky Productions LLC, located at PO BOX 867 Stillwater NY 12170, in the amount of two thousand five hundred and 00/100 dollars ($2,500.00) to operate a firework display for the Town residents in celebration of National Night on August 6, 2024.

**SECTION 2.** This resolution shall become effective June 12, 2024

**DATED:** June 12, 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: June 6, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Authorize the Chief of Police to enter into an agreement with Santore's World Famous Fireworks LLC and Night Sky Productions LLC

TOWN BOARD MEETING: June 12, 2024

Background information: Santore's World Famous Fireworks has, in previous years, provided a fireworks display for the Police Department's annual National Night Out event.

Evaluation/Analysis: N/A

Recommendation(s): Authorize the Chief of Police to enter into an agreement with Santore's World Famous Fireworks LLC and Night Sky Productions LLC. Santore's World Famous Fireworks LLC will provide fireworks display at the Police Department's National Night Out event on August 6, 2024.

Attachment/Document(s): Copy of contracts.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: RPD

# *Contract*

THIS CONTRACT ("Contract") is made on this 13th day of May ,2024 between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170; hereinafter known as and designated as "**SANTORE**"; and the **Town of Rotterdam Police Department,** having an address of **101 Princetown Rd, Schenectady NY 12006,** hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

**1**. "**SANTORE**" agrees to conduct **CLIENT** fireworks display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.

A**. Display Date:August 6,2024 Rain or Shine**
B. Display Location: Designated Area of Park Across from Police Station
C. Start Time of Display: Approx 8:30 pm (shortly after dark)
D. Duration of Display: Approx.10-12 minutes.

**2.** "**SANTORE**" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.

**3.** "**SANTORE**" will provide proof of Workman's Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply **CLIENT** insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to **CLIENT** a Certificate of Insurance showing **CLIENT** as the Certificate Holder.

**4**. **CLIENT** will procure and/or provide the following

**A)** A safe and secure (as reasonably defined and approved by **SANTORE** and local officials) firing site which meets the minimum safety distance factors established by State and local laws and **NFPA** codes;
**B)** Police protection adequate to maintain said distance factors;
**C)** All necessary permits at own expense.
**D)** Sand (as required); **N/A**
**E**) Barges, tugs, and marine/barge insurance; **N/A**
**F)** Communications equipment; **N/A**
**G)** Security, including crowd control;
**H)** Standby fireman and equipment;
**I)** A safe and secure loading facility for set up of pyrotechnics.
**J)** Next day clean up(s) of site;

**5. HOLD HARMLESS**

**CLIENT** agrees to hold harmless "**SANTORE**" of all and any claims, legal fees incurred outside the operations or control of "**SANTORE**." "**SANTORE**" agrees to hold harmless **CLIENT** from all claims and legal fees incurred from the direct operations of "**SANTORE**."Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against "**SANTORE"**; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, "**SANTORE"** is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

**6. POSTPONEMENT**

Every reasonable effort will be made to conduct the display(s) despite the weather. Should weather prove unfavorable on the date listed in Section 1 (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon, and notice given "**SANTORE**" no later than one o'clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by "**SANTORE**" due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

**7. CANCELLATION**

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay "**SANTORE**" 50**%** of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay "**SANTORE**" liquidated damages of 100**%** of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT's** paid deposit (see next paragraph), and **"SANTORE"** will refund the balance (if any) of said deposit within ten (10) working days. **If CLIENT reschedules the display within six (6) months of cancelled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.**

**8. PAYMENT**

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT is $1,400.00** for all matters relative to the pyrotechnic performance(s) and display(s) under this agreement. Payment to be as follows: The balance of the contract is due upon completion of the display(8/06/2024). A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney's fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

**9**. **CLIENT** agrees that any publicity, media coverage, announcements, and advertising shall name SANTORE'S WORLD FAMOUS FIREWORKS, LLC, as the primary Contractor for the said display.

**10. CLIENT** agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Rensselaer, New York.

**SANTORE'S WORLD FAMOUS FIREWORKS, LLC**
**Jeffrey M. Ward 5/13/2024**

**By:** *Jeffrey M. Ward*

**By: _____**

Client Contact Information

Name:
Address:
Phone No.
Cell Phone:
E-Mail:

Representative for Date of Show

Name: _____
Cell Phone:_ _____
E-Mail_____

# *Contract*

THIS CONTRACT ("Contract") is made on this 13thd day of May 2024, between **Night Sky Productions LLC**, PO BOX 697, Stillwater, NY 12170 , hereinafter known as and designated as "**Night Sky"**; and **the RotterdamPolice Department,**having an address of ;**101 Princetown Rd Schenectady NY 12306,** hereinafter known as and designated as "**CLIENT**."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows: **Night Sky** agrees to furnish **CLIENT** with event coordination, logistics management, administrative services, and customer support prior to the display date in conjunction with a fireworks display conducted by Santore's World Famous Fireworks LLC in accordance with the dates/times herein:

1. **Event Date: August 6,2024.**

2. **Event Location: Designated Area- in Park across the Street from Police Department**

3. **Event Start Time : 9:30 pm ( shortly After dark)**

4. **Insurance/Hold Harmless: Night Sky** will provide 2 million dollars in general liability and error and omissions insurance. There are no employees or vehicles at any event location that require additional insurance coverage for compensation or auto insurance. There are no employees, managers or contractors of Night Sky that perform any display related functions on site or on the day of the event. All work at the actual display is 100% handled, controlled, operated and managed by Santore's World Famous Fireworks, LLC. Client holds harmless and releases Night Sky from any liability for any damages that may occur as a result of the fireworks display as there are no activities being performed on site by Night Sky. All display related functions are performed and insured by Santore's World Famous Fireworks, LLC.

5. **POSTPONEMENT.** Every reasonable effort will be made to conduct the display(s) despite the weather. Rain Date**: N/A**. Such postponement shall be decided upon, and notice given to Santore's World Famous Fireworks at (518-664-9994). If notified by 6:00 a.m.-8/06/2024- 10% of this Contract price. If notified after 6:01a.m.8/06/2024 - 20% of this Contract price. The postponement fees are calculated separately for Night Sky and Santore and governed with separate payments under each agreement.

6. **CANCELLATION**. If, due to inclement weather or other acts of God, the event (s) is (are) canceled after 6:00 a.m. without rescheduling, CLIENT agrees to pay Night Sky $1,500.00 Should CLIENT cancel the contract unilaterally, for other reasons and without rescheduling, CLIENT

   agrees to pay Night Sky liquidated damages of 100% of the total contract price forthwith upon cancellation. If CLIENT reschedules the display within six (6) months of canceled display date (July 3rd, 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable and strictly the postponement fees apply.

7. **PAYMENT.** Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **$1,100.00** for all matters relative to event coordination, logistics, administrative services, and customer support under this agreement. Payment to be as follows: Payment in full due upon execution and delivery of this contract . A service charge of 2% per month, compounded monthly, will be added to all accounts over 30 days past due. CLIENT agrees to pay attorney's fees and costs if Night Sky needs to retain an attorney to enforce collection of this account. Payments to be mailed to Night Sky Productions LLC PO BOX 697, Stillwater, NY 12170.

8. **VENUE.** CLIENT agrees and understands that this agreement is being entered to in Rensselaer County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning, interpretation, and/or enforcement of this agreement, it will be decided in Rensselaer County, New York.

Signed and agreed as of the above date.

**Night Sky Productions LLC**

*August N Santore Jr.*
_____
**August N. Santore, Jr.**
**Managing Member**

_____
**(Print Name and Title Above & Sign on the line) Authorized Representative**

Client Contact Information
Name: _____
Address: _____
_____
Phone No.: _____
Cell Phone: _____
E-Mail _____

Representative for Date of Show

Name: _____

Cell Phone: _____
E-Mail _____

**RESOLUTION NO. 245.24**

**AUTHORIZE STIPULATION OF SETTLEMENT WITH HIGHBRIDGE DEVELOPMENT RT. 146, LLC**

**WHEREAS,** the Town of Rotterdam has litigated a special proceeding pursuant to Real Property Tax Law §550 and §556 to review the units assessed to 2696 Hamburg Street for Sewer District 7 for the tax status date of March 1, 2015 and forward; and

**WHEREAS,** subject to Town Board approval, it is hereby stipulated and agreed by and between the Attorney for the Petitioner and the Attorneys for each Respondent that the RPTL §550 and §556 special proceedings now pending are settled by the parties, and the Sewer District 7 Units assessed against the Petitioner's Property will be based on actual use of water for future Tax Years; and

**WHEREAS,** for the tax years up to and including 2024, the real property taxes paid by the Petitioner to the Town of Rotterdam, the County of Schenectady, and any Special Districts for which taxes are paid based on the Sewer District 7 units for the property will be paid as a refund to the Petitioner by the Town of Rotterdam and any Special Districts, if applicable. The refund is agreed by the parties to be in the amount of $25,584.67.

**WHEREAS,** it is deemed in the Town's best interest to settle the case for the above stated amount; 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 Roemer Wallens Gold & Mineaux, LLP, Attorney for the respondent, to enter into a stipulation of settlement on behalf of the Town of Rotterdam, in the matter of Highbridge Development Rt. 146, LLC v. the Assessor of the Town of Rotterdam, and the County of Schenectady, et al., Index Number 2019-2740, for a refund in the amount of twenty-five thousand five hundred eighty-four and 67/100 ($25,584.67) dollars, paid by the Town of Rotterdam.

**SECTION 2.** This resolution shall become effective June 12, 2024

**DATED:** June 12, 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: June 4, 2024

TO: Town Board

FROM: Courtney Heinel, Town Attorney

TITLE OF LEGISLATIVE REQUEST: 2696 Hamburg Street, RPTL §550 and §556

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

Background Information: Applicants had filed an RPTL §550 and §556 action for the property located at 2696 Hamburg Street for the tax status date of March 1, 2015 and forward.

Evaluation/Analysis: Offers to settle have been submitted by petitioner. Discussions between the Town and Counsel support offer based on unit assessment review.

Recommendation(s): Approval.

Attachment/Document(s): Offer of Settlement from petitioner.

Compliance with Purchasing Policy: n/a

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Town Attorney

STATE OF NEW YORK
SUPREME COURT COUNTY OF SCHENECTADY

IN THE MATTER OF THE APPLICATION OF
HIGHBRIDGE DEVELOPMENT RT. 146, LLC,

Petitioner,

-against-

THE ASSESSOR OF THE TOWN OF ROTTERDAM, NEW YORK and
THE COUNTY OF SCHENECTADY, NEW YORK,

Respondents,

For a Review of the Town Tax bills under section 550 and 556 of the Real Property Tax Law for Tax map No. 59.15-1-1.11 & .21

**STIPULATION OF SETTLEMENT**
**AND ORDER**
Index No.: 2019-2740
RJI: 46-1-2019-1296
Hon. Thomas D. Buchanan

**IT IS HEREBY STIPULATED and AGREED** by and between the Law Offices of John R. Seebold, PLLC (John R. Seebold, Esq. of counsel) as the Attorney for the Petitioner, Highbridge Development Rt. 146, LLC; and Roemer Wallens Gold & Mineaux, LLP (Courtney E. Heinel, Esq., of counsel) as the Attorney for the Respondent, The Assessor of the Town of Rotterdam, New York; and Frank S. Salamone, Esq. as the Attorney for the Respondent, The County of Schenectady, New York, to the following terms and conditions:

1. At all relevant times herein, the Petitioner was the Owner of properties described on the Town of Rotterdam, New York assessment rolls as Tax Map No. 59.15-1-1.11 and commonly known as 2696 Hamburg Street; and Tax Map No. 59.15-1-1.21 and more commonly known as 2694 Hamburg Street. The Petitioner sold Tax Map No. 59.15-1-1.21 to the Respondent, The County of Schenectady, New York, on June 16, 2021.

2. The Petitioner duly commenced a special proceeding pursuant to Real Property Tax Law §550 and §556 to review the Units assessed to 2696 Hamburg Street for Sewer District 7 for the Tax Status Date of March 1, 2015 and forward.

3. After review and discussion, it is hereby stipulated and agreed by and between the Attorney for the Petitioner and the Attorneys for each Respondent that the RPTL §550 and §556 special proceedings now pending are settled by the parties, and the Sewer District 7 Units assessed against the Petitioner's Property will be based on actual use of water for future Tax Years.

4. For the Tax Years up to and including 2024, the real property taxes paid by the Petitioner to the Town of Rotterdam, the County of Schenectady, and any Special Districts for which taxes are paid based on the Sewer District 7 Units for the Property will be paid as a refund to the Petitioner by the Town of Rotterdam and any Special Districts, if applicable. The refund is agreed by the parties to be in the amount of $25,584.67. No monetary amount will be paid by the Respondent County of Schenectady.

5. The refund amount payable to Highbridge Development Rt. 146, LLC, shall be sent to the Attorney for the Petitioner within 30 days of the service of this Stipulation and Order with Notice of Entry. If said payment is not received within the 30-day payment period, the Petitioner shall be entitled to interest pursuant to Real Property Tax Law §726.

6. The terms and conditions of Real Property Tax Law §727 are not incorporated by reference into this Stipulation.

7. Upon execution of this Order by the Court, and the compliance with the refund terms of this agreement, Petitioner agrees to discontinue all open proceedings brought by the Petitioner, without costs.

Dated: May _____ 2024

**Petitioner- Highbridge Development Rt. 146, LLC**

_____

By: John R. Seebold, Esq., Attorney for Petitioner

Dated: May _____ 2024

**Respondent- The Town of Rotterdam, New York**

_____

By: Courtney E. Heinel, Esq., Attorney for Respondent

Dated: May _____ 2024

**Respondent- The County of Schenectady, New York**

_____

By: Frank S. Salamone, Esq., Attorney for Respondent

PRESENT: HON. THOMAS D. BUCHANAN, J.S.C.

BE IT SO ORDERED, ADJUDGED AND DECREED

Dated at Schenectady, New York this _____ day of May, 2024

_____

Hon. Thomas D. Buchanan, J.S.C.

Enter:

**RESOLUTION NO. 246.24**

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED AT 774 AND 778 DUANESBURG ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION**

**WHEREAS,** The Town has received an application for a Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction of a ±22,000 square foot retail business on the property known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1); NOW

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

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

**SECTION 3.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: June 3, 2024

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner PC

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation for Change of Zone from Agricultural (A-1) to General Business (B-2).

TOWN BOARD MEETING: June 12, 2024

Background Information:

Adam Sellner – Primax Properties, LLC (Contract Vendee)
1100 East Morehead Street
Charlotte, NC 28204

Change of Zone request on ±14.02 acres from Agricultural (A-1) to General Business (B-2) to facilitate the construction a ±22,000 square foot retail business. Property is known as 774 Duanesburg Road (Tax Map No. 57.7-1-14) and 778 Duanesburg Road (Tax Map No. 57-3-6.1)

Evaluation/Analysis: Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.

Recommendation(s): Refer to Planning Commission for Report and Recommendation.

Attachment/Document(s): Application Materials

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office

# TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

## PART I

## PROCEDURES TO APPLY FOR A CHANGE OF ZONE (COZ)

## ALL APPLICATIONS SHALL BE SINGLE SIDED AND COLLATED

## PROVIDE AN ELECTRONIC COPY OF ALL APPLICATION MATERIALS TO PETER COMENZO AT PCOMENZO@ROTTERDAMNY.ORG

1) The applicant must complete the following and present **twenty-two (22) complete sets** to the Public Works Department* along with an electronic set. The change of zone (COZ) process will take an average of 90 days to complete.
    a. A completed COZ application (Part II and III). A completed list of names and addresses of all property owners within three hundred (300) feet of the exterior boundaries of the subject property proposed for the change of zone will be completed by the Department of Public Works (DPW).
    b. A complete site plan and/or subdivision plan of proposed project.
    c. A copy of the current deed(s) of the property to be rezoned.
    d. A complete legal description of the exterior boundaries of the property proposed to be rezoned (this is needed for the legal notice and is in addition to any legal description(s) on the deed).
    e. A vicinity map depicting the location of the property and identifying at a minimum the nearest cross streets.
    f. A completed Environmental Assessment Form as provided in 6NYCRR PART 617.
2) The Town Board makes a decision whether or not to consider the application. If the Town Board makes a decision to consider the application, it will forward the application for recommendation to the Planning Commission. If the Town Board elects not to consider the application, the processing of the application does not continue.
3) The application materials will be transmitted to the Planning Commission for review and comment if the Town Board elects to forward the application. The applicant may address comments received on the proposal and make revisions to the application as warranted.
4) The COZ application and Planning Commission recommendation are forwarded to the Town Board for review. The Town Supervisor will place the COZ request on a Town Board agenda to call for a public hearing. If the Town Board elects to not call for a public hearing the process is considered complete and the legislative request will not proceed.
5) If the Town Board calls for a public hearing, the DPW office notifies all property owners within three hundred (300) feet of the exterior boundaries of the subject property of the proposed COZ request with the public hearing date.
6) Public Hearing - The Town Board conducts a public hearing on the COZ request and may make a decision to approve or deny the application or make a decision at the next Town Board meeting.
7) A check with applicable fee(s) made payable to “Town of Rotterdam” and submitted with the completed Change of Zone application. This fee is non-refundable

**********

# TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

**Application Fee** **$1,000**

**Existing Zone Classification:** A-1 Agricultural Zone

**Proposed Zone Classification:** B-2 General Business Zone

**PART II**
**GENERAL INFORMATION**

Legal Owner's Name: Bernice V. & Earl B. Avery
Mailing Address: 774 Duanesburg Road
City: Rotterdam State: NY Zip: 12306
Daytime Phone: _____ E-mail: _____

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

Owner's Designated Contact: Adam Sellner - Primax Properties, LLC

Mailing Address: 1100 East Morehead St
City: Charlotte State: NC Zip: 28204
Daytime Phone: 704-954-7224 E-mail: asellner@primaxproperties.com
Project/Proposal Site Area: (Acres or sq. ft.) 14.02 acres
Assessor Tax Parcel No.(s) of Site: 57-3-6.1 & 57.7-1-14
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

Street Address of Proposed Site (if any): 774-778 Duanesburg Road, Rotterdam, NY

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

Lot 57-3-6.1 is vacant containing one existing vacant dwelling; while Lot 57.7-1-14 contains a single family home

School District: Schalmont

Fire District: FD600 - Fire District 6

Water Supply: CW500 Water District 5

**LEGAL INFORMATION**

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

The site is located approximately ±2,660 feet east from the Becker Road and Duanesburg Road intersection, and ±800 feet west of where Duanesburg Road crosses over I-90

Name of Public Road(s) Providing Access: Duanesburg Road (NYS Route 7)

Width of Property Fronting on the Existing Public Road in Linear Feet: 381 ft

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

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

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

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

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

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

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

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

The subject parcel is adjacent to the existing B-2 General Business zone and would be a continuation of that zone to fit in. This parcel is within the New York State Route 7 Gateway, and a change of zone would help support the development in line with the goals of the comprehensive plan.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO __X__. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

**UTILITIES**

Proposed Source of Water:
( ) Individual Wells (X) Public System ( ) Private Community System
( ) Other, please describe _____

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

**PART III**

**********
**SURVEYOR/ARCHITECT/ENGINEER VERIFICATION**
**********

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 5/16/24
Address: 323 CLINTON ST Phone: 518 346 1595
SCHENECTADY NY 12305 Zip: 12305

Signed: _____ Date: 05/17/24
Address: 17 Computer Drive West Phone: 518-438-9900
Albany, NY 12205 Zip: 12205

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE






BOHLER

SITE CIVIL AND CONSULTING ENGINEERING
LAND DEVELOPMENT
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SURVEYING SERVICES
PERMITTING SERVICES
TRANSPORTATION SERVICES

**REVISIONS**

| REV | DATE | COMMENT | ISSUED BY |
|---|---|---|---|
| | | | |

811 Know what's below. Call before you dig.

**FOR CONCEPT PURPOSES ONLY**

| | |
|---|---|
| PROJECT No.: | NY534818.00.GA |
| DRAWN BY: | NGH |
| CHECKED BY: | CVM |
| DATE: | 05/17/2024 |
| CAD I.D.: | P:\DPTA\CNPT |

PROJECT:

# SITE DEVELOPMENT PLANS

FOR

**PRIMAX PROPERTIES, LLC**

PROPOSED DEVELOPMENT

TAX ID: 57-3-5.1 & 57.7-1-14
774-778 NYS ROUTE 7
(DUANESBURG ROAD)
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

BOHLER
17 COMPUTER DRIVE WEST
ALBANY, NY 12205
Phone: (518) 438-9000
Fax: (518) 438-0900
www.BohlerEngineering.com

SHEET TITLE:

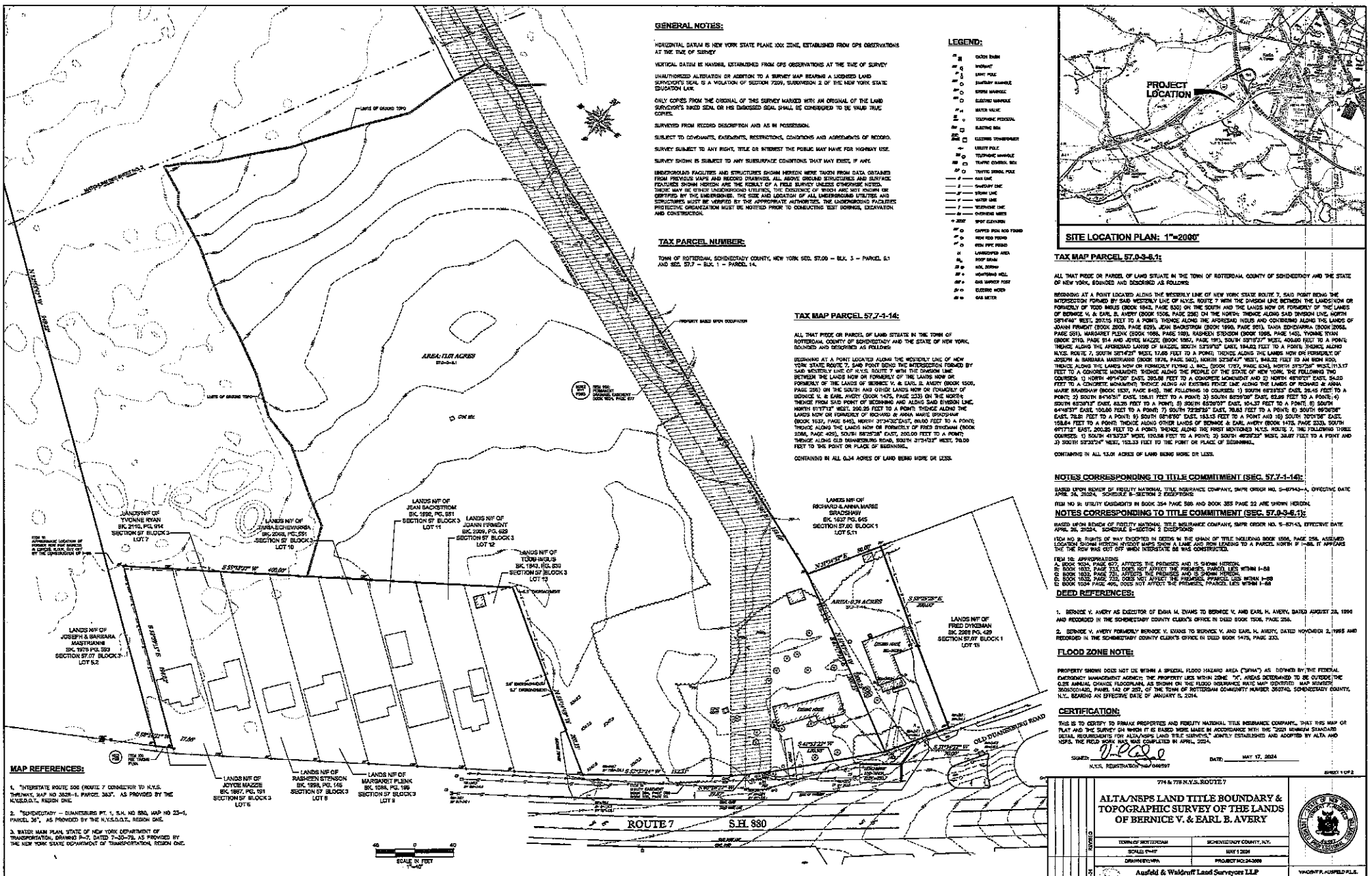
## CONCEPT PLAN

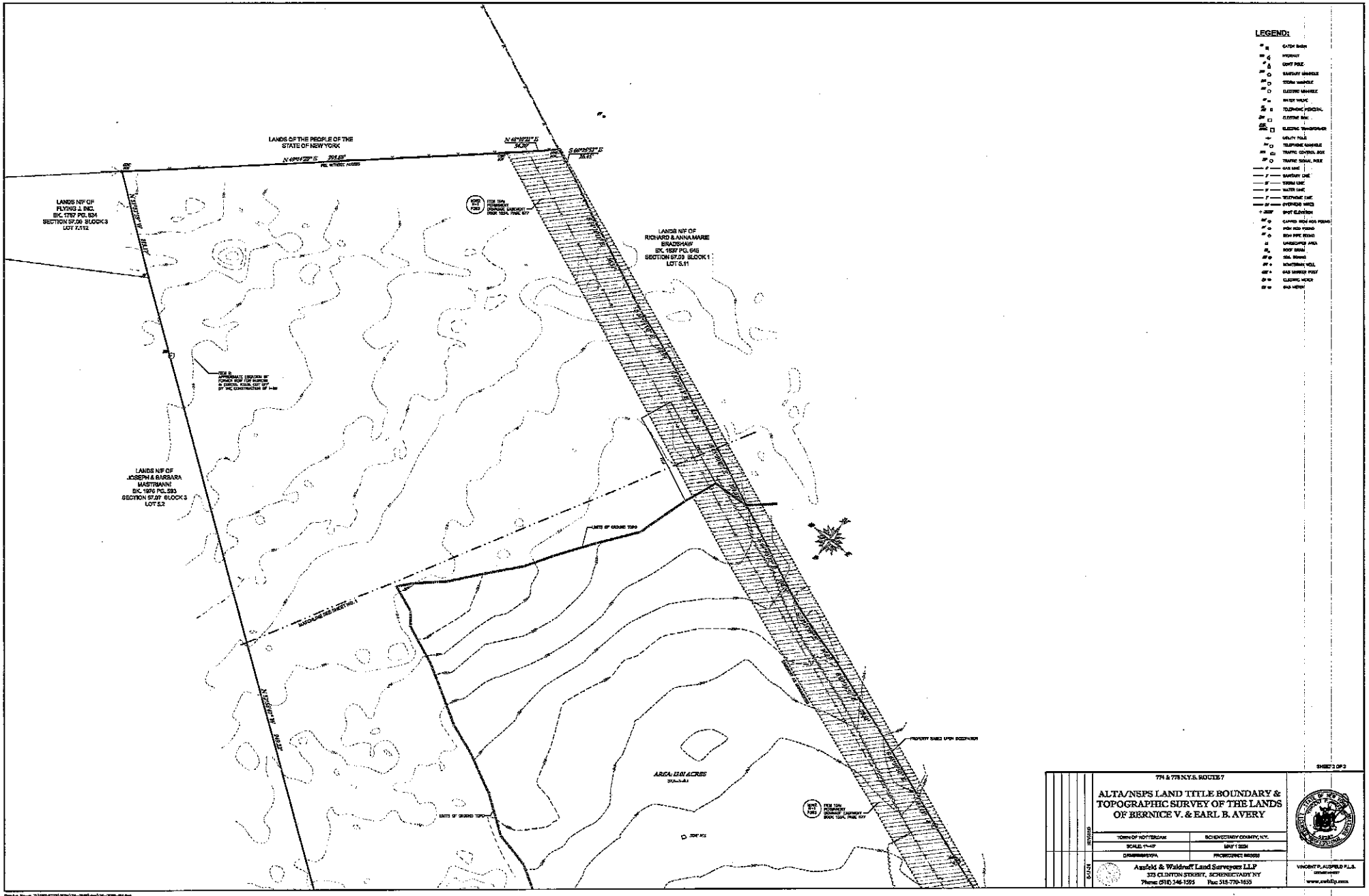
SHEET NUMBER:

C-001

ORG. DATE - 05/17/2024

THE EDUCATION LAW OF THE STATE OF NEW YORK PROHIBITS ANY PERSON ALTERING ANYTHING ON THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS, UNLESS IT IS UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, WHERE SUCH ALTERATIONS ARE MADE, THE PROFESSIONAL ENGINEER MUST SIGN, SEAL, DATE AND DESCRIBE THE FULL EXTENT OF THE ALTERATION ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS. (NYS EDUCATION LAW SECTION 7209-2)


PROJECT LOCATION
SITE LOCATION PLAN: 1"=2000'
GENERAL NOTES:
HORIZONTAL DATUM IS NEW YORK STATE PLANE XXX ZONE, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY
VERTICAL DATUM IS NAVD88, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY
UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
SURVEYED FROM RECORD DESCRIPTION AND AS IN POSSESSION.
SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.
SURVEY SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.
SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.
UNDERGROUND FACILITIES AND STRUCTURES SHOWN HEREON WERE TAKEN FROM DATA OBTAINED FROM PREVIOUS MAPS AND RECORD DRAWINGS. ALL ABOVE GROUND STRUCTURES AND SURFACE FEATURES SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. THE UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION AND CONSTRUCTION.
TAX PARCEL NUMBER:
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK SEC. 57.00 – BLK. 3 – PARCEL 5.1 AND SEC. 57.7 – BLK. 1 – PARCEL 14.
LEGEND:
TAX MAP PARCEL 57.7-1-14:
ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED ALONG THE WESTERLY LINE OF NEW YORK STATE ROUTE 7, SAID POINT BEING THE INTERSECTION FORMED BY SAID WESTERLY LINE OF N.Y.S. ROUTE 7 WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE LANDS NOW OR FORMERLY OF BERNICE V. & EARL B. AVERY (BOOK 1505, PAGE 256) ON THE SOUTH AND OTHER LANDS NOW OR FORMERLY OF BERNICE V. & EARL B. AVERY (BOOK 1475, PAGE 233) ON THE NORTH; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID DIVISION LINE, NORTH 61°17'12" WEST, 200.25 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF RICHARD & ANNA MARIE BRADSHAW (BOOK 1537, PAGE 645), NORTH 31°34'02" EAST, 99.90 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF FRED DYKEMAN (BOOK 2068, PAGE 429), SOUTH 58°25'28" EAST, 200.00 FEET TO A POINT; THENCE ALONG OLD HAMBURGING ROAD, SOUTH 31°34'02" WEST, 70.00 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING IN ALL 0.34 ACRES OF LAND BEING MORE OR LESS.
TAX MAP PARCEL 57.7-1-6.1:
ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED ALONG THE WESTERLY LINE OF NEW YORK STATE ROUTE 7, SAID POINT BEING THE INTERSECTION FORMED BY SAID WESTERLY LINE OF N.Y.S. ROUTE 7 WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE LANDS NOW OR FORMERLY OF BERNICE V. & EARL B. AVERY (BOOK 1505, PAGE 256) ON THE SOUTH AND OTHER LANDS NOW OR FORMERLY OF BERNICE V. & EARL AVERY (BOOK 1475, PAGE 233) ON THE NORTH; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID DIVISION LINE, NORTH 61°17'12" WEST, 200.25 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF RICHARD & ANNA MARIE BRADSHAW (BOOK 1537, PAGE 645), NORTH 31°34'02"EAST, 99.90 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF FRED DYKEMAN (BOOK 2068, PAGE 429), SOUTH 58°25'28" EAST, 200.00 FEET TO A POINT; THENCE ALONG OLD HAMBURGING ROAD, SOUTH 31°34'02" WEST, 70.00 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING IN ALL 0.34 ACRES OF LAND BEING MORE OR LESS.
TAX MAP PARCEL 57.0-3-6.1:
ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED ALONG THE WESTERLY LINE OF NEW YORK STATE ROUTE 7, SAID POINT BEING THE INTERSECTION FORMED BY SAID WESTERLY LINE OF N.Y.S. ROUTE 7 WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE LANDS NOW OR FORMERLY OF BERNICE V. & EARL B. AVERY (BOOK 1505, PAGE 256) ON THE SOUTH AND THE LANDS NOW OR FORMERLY OF THE LANDS OF BERNICE V. & EARL B. AVERY (BOOK 1505, PAGE 256) ON THE NORTH; THENCE ALONG SAID DIVISION LINE, NORTH 58°47'46" WEST, 207.15 FEET TO A POINT; THENCE ALONG THE AFORESAID INGLIS AND CONTINUING ALONG THE LANDS OF JOANN FIRMENT (BOOK 2009, PAGE 629), JEAN BACKSTROM (BOOK 1990, PAGE 551), TANIA ECHEVARRIA (BOOK 2068, PAGE 591), MARGARET PLENK (BOOK 1988, PAGE 195), RASHEEN STENSON (BOOK 1998, PAGE 146), YVONNE RYAN (BOOK 2110, PAGE 914 AND JOYCE MAZZIE (BOOK 1957, PAGE 191), SOUTH 32°15'27" WEST, 400.00 FEET TO A POINT; THENCE ALONG THE AFORESAID LANDS OF MAZZIE, SOUTH 57°39'52" EAST, 194.82 FEET TO A POINT; THENCE ALONG N.Y.S. ROUTE 7, SOUTH 32°14'29" WEST, 17.69 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF JOSEPH & BARBARA MASTRIANNI (BOOK 1878, PAGE 503), NORTH 57°39'47" WEST, 849.22 FEET TO AN IRON ROD; THENCE ALONG THE LANDS NOW OR FORMERLY FLYING J. INC., (BOOK 1787, PAGE 634), NORTH 57°57'58" WEST, 113.17 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE PEDRE OF THE STATE OF NEW YORK, THE FOLLOWING (8) COURSES: 1) NORTH 49°14'20" EAST, 393.88 FEET TO A CONCRETE MONUMENT AND 2) NORTH 48°10'21" EAST, 54.20 FEET TO A CONCRETE MONUMENT; THENCE ALONG AT EXISTING FENCE LINE ALONG THE LANDS OF RICHARD & ANNA MARIE BRADSHAW (BOOK 1537, PAGE 645), THE FOLLOWING 10 COURSES: 1) SOUTH 68°28'55" EAST, 26.45 FEET TO A POINT; 2) SOUTH 84°16'51" EAST, 158.11 FEET TO A POINT; 3) SOUTH 88°29'00" EAST, 52.86 FEET TO A POINT; 4) SOUTH 85°39'13" EAST, 83.26 FEET TO A POINT; 5) SOUTH 85°40'07" EAST, 10.43' FEET TO A POINT; 6) SOUTH 84°48'37" EAST, 100.60 FEET TO A POINT; 7) SOUTH 72°25'39" EAST, 78.83 FEET TO A POINT; 8) SOUTH 89°36'56" EAST, 78.81 FEET TO A POINT; 9) SOUTH 88°8'50" EAST, 153.15 FEET TO A POINT AND 10) SOUTH 70°01'36" EAST, 158.64 FEET TO A POINT; THENCE ALONG OTHER LANDS OF BERNICE & EARL AVERY (BOOK 1475, PAGE 233), SOUTH 61°17'12" EAST, 200.25 FEET TO A POINT; THENCE ALONG THE FIRST MENTIONED N.Y.S. ROUTE 7, THE FOLLOWING THREE COURSES: 1) SOUTH 41°53'23" WEST, 120.58 FEET TO A POINT; 2) SOUTH 46°28'22" WEST, 39.87 FEET TO A POINT AND 3) SOUTH 32°32'24" WEST, 153.33 FEET TO THE POINT OR PLACE OF BEGINNING.
CONTAINING IN ALL 13.01 ACRES OF LAND BEING MORE OR LESS.
NOTES CORRESPONDING TO TITLE COMMITMENT (SEC. 57.7-1-14):
BASED UPON REVIEW OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, SMPR ORDER NO. S-87743-A, EFFECTIVE DATE APRIL 26, 21024, SCHEDULE B-SECTION 2 EXCEPTIONS:
ITEM NO 9: UTILITY EASEMENTS IN BOOK 354 PAGE 586 AND BOOK 355 PAGE 22 ARE SHOWN HEREON.
NOTES CORRESPONDING TO TITLE COMMITMENT (SEC. 57.0-3-6.1):
BASED UPON REVIEW OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, SMPR ORDER NO. S-87145, EFFECTIVE DATE APRIL 26, 21024, SCHEDULE B-SECTION 2 EXCEPTIONS:
ITEM NO. 8: RIGHTS OF WAY EXCEPTED IN DEEDS IN THE CHAIN OF TITLE INCLUDING BOOK 1506, PAGE 256, ASSUMED LOCATION SHOWN HEREON. AYSCOUT MAPS SHOW A LANE AND ROW LEADING TO A PARCEL NORTH OF I-88, IF APPEARS THE THE ROW WAS CUT OFF WHEN INTERSTATE 88 WAS CONSTRUCTED.
ITEM 10: APPROPRIATIONS
A: BOOK 1034, PAGE 677, AFFECTS THE PREMISES AND IS SHOWN HEREON.
B: BOOK 1830, PAGE 713, DOES NOT AFFECT THE PREMISES, PARCEL LIES WITHIN I-88
C: BOOK 1832, PAGE 731, AFFECTS THE PREMISES AND IS SHOWN HEREON.
D: BOOK 1832, PAGE 733, DOES NOT AFFECT THE PREMISES, PARCEL LIES WITHIN I-88
E: BOOK 1034 PAGE 680, DOES NOT AFFECT THE PREMISES, PARCEL LIES WITHIN I-88
DEED REFERENCES:
1. BERNICE V. AVERY AS EXECUTOR OF EMMA M. EVANS TO BERNICE V. AND EARL H. AVERY, DATED AUGUST 28, 1996 AND RECORDED IN THE SCHENECTADY COUNTY CLERK'S OFFICE IN DEED BOOK 1506, PAGE 256.
2. BERNICE V. AVERY FORMERLY BERNICE V. EVANS TO BERNICE V. AND EARL H. AVERY, DATED NOVEMBER 2, 1995 AND RECORDED IN THE SCHENECTADY COUNTY CLERK'S OFFICE IN DEED BOOK 1475, PAGE 233.
FLOOD ZONE NOTE:
PROPERTY SHOWN DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP IDENTIFIED MAP NUMBER 36093C0142D, PANEL 142 OF 250, FOR THE TOWN OF ROTTERDAM COMMUNITY NUMBER 360740, SCHENECTADY COUNTY, N.Y., BEARING AN EFFECTIVE DATE OF JANUARY 5, 2014.
CERTIFICATION:
THIS IS TO CERTIFY TO FIRMAK PROPERTIES AND FIDELITY NATIONAL TITLE INSURANCE COMPANY... THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS WAS COMPLETED IN APRIL, 2024.
SIGNED: _____ DATE: MAY 17, 2024
N.Y.S. REGISTRATION NO. 049597
MAP REFERENCES:
1. "INTERSTATE ROUTE 500 (ROUTE 7 CONNECTOR TO N.Y.S. THRUWAY), MAP NO 3625-1, PARCEL 363". AS PROVIDED BY THE N.Y.S.D.O.T., REGION ONE.
2. "SCHENECTADY – DUANESBURG PT. 1, S.H. NO 880, MAP NO 23-1, PARCEL 36". AS PROVIDED BY THE N.Y.S.D.O.T., REGION ONE.
3. WATER MAIN PLAN, STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION, DRAWING P-7, DATED 7-30-79, AS PROVIDED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, REGION ONE.
LANDS N/F OF YVONNE RYAN BK. 2110, PG. 914 SECTION 57 BLOCK 3 LOT 7
LANDS N/F OF TANIA ECHEVARRIA BK. 2068, PG. 591 SECTION 57 BLOCK 3 LOT 10
LANDS N/F OF JEAN BACKSTROM BK. 1990, PG. 551 SECTION 57 BLOCK 3 LOT 11
LANDS N/F OF JOANN FIRMENT BK. 2009, PG. 629 SECTION 57 BLOCK 3 LOT 12
LANDS N/F OF TODD INGLIS BK. 1943, PG. 232 SECTION 57 BLOCK 3 LOT 13
LANDS N/F OF JOSEPH & BARBARA MASTRIANNI BK. 1878 PG. 503 SECTION 57.07 BLOCK 3 LOT 5.2
LANDS N/F OF JOYCE MAZZIE BK. 1957, PG. 191 SECTION 57 BLOCK 3 LOT 6
LANDS N/F OF RASHEEN STENSON BK. 1998, PG. 146 SECTION 57 BLOCK 3 LOT 8
LANDS N/F OF MARGARET PLENK BK. 1988, PG. 195 SECTION 57 BLOCK 3 LOT 9
LANDS N/F OF RICHARD & ANNA MARIE BRADSHAW BK. 1537 PG. 645 SECTION 57.00 BLOCK 1 LOT 5.11
LANDS N/F OF FRED DYKEMAN BK. 2068 PG. 429 SECTION 57.07 BLOCK 1 LOT 15
AREA: 11.01 ACRES
AREA: 0.34 ACRES
ROUTE 7
S.H. 880
OLD HAMBURGING ROAD
SCALE IN FEET
774 & 778 N.Y.S. ROUTE 7
ALTA/NSPS LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF BERNICE V. & EARL B. AVERY
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, N.Y.
SCALE: 1"=40'
MAY 1 2024
DRAWN BY: MPA
PROJECT NO: 24-3888
Ausfeld & Waldroff Land Surveyors LLP
322 CLINTON STREET, SCHENECTADY NY
Phone: (518) 346-1505 Fax: 518-370-1655
VINCENT P. AUSFELD P.L.S.
www.awlslp.com
SHEET 1 OF 2




774 & 778 N.Y.S. ROUTE 7

# ALTA/NSPS LAND TITLE BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF BERNICE V. & EARL B. AVERY

| | |
|---|---|
| TOWN OF ROTTERDAM | SCHENECTADY COUNTY, N.Y. |
| SCALE: 1"=40' | MAY 1 2024 |
| DRAWING NO. | PROJECT NO. 24-0022 |

Ausfeld & Waldruff Land Surveyors LLP
373 CLINTON STREET, SCHENECTADY NY
Phone: (518) 346-1395 Fax: 518-770-1630

VINCENT P. AUSFELD P.L.S.
www.awllp.com

SHEET 2 OF 2




# 774-778 DUANESBURG ROAD (NYS ROUTE 7)
# TOWN OF ROTTERDAM
# SCHENECTADY COUNTY, NEW YORK

PREPARED BY
BOHLER
17 COMPUTER DRIVE WEST
ALBANY, NY 12205
Phone: (518) 438-9900
Fax: (518) 438-0900
www.bohlerengineering.com

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

Name of Action or Project:
Proposed Change of Zone & Retail Store

Project Location (describe, and attach a location map):
774-778 Duanesburg Road, Town of Rotterdam, Schenectady County, NY

Brief Description of Proposed Action:
The site is currently zoned as A-1 Agricultural zone, and a change of zone to B-2 General Business Zone is proposed. The proposed development consists of a retail building of approximately 22,000 SF±. Associated car parking, landscaping, lighting, utilities, stormwater management facilities, and other site appurtenances are also proposed.

| Name of Applicant or Sponsor: | Telephone: 518-438-9900 |
|---|---|
| Primax Properties, LLC c/o Bohler Engineering and Landscape Architecture NY, PLLC | E-Mail: cmlodzianowski@bohlereng.com |

Address:
17 Computer Drive West

| City/PO: | State: | Zip Code: |
|---|---|---|
| Albany | NY | 12205 |

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

3. a. Total acreage of the site of the proposed action? 14.02 acres
   b. Total acreage to be physically disturbed? ±5.00 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 14.02 acres

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: Caryn Mlodzianowski Date: 05/17/2024

Signature: _____ Title: Project Manager

**PRINT FORM**

# EAF Mapper Summary Report

Friday, May 17, 2024 1:31 PM




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




| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | No |
| Part 1 / Question 12b [Archeological Sites] | Yes |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal] | No |
| Part 1 / Question 16 [100 Year Flood Plain] | No |
| Part 1 / Question 20 [Remediation Site] | No |

**RESOLUTION NO. 247.24**

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM GENERAL BUSINESS (B-2) TO MULTI-FAMILY RESIDENTIAL (R-3) LOCATED AT 1725 TOWER STREET AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION**

**WHEREAS,** The Town has received an application for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Avenue (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot; NOW

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments on the property known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot.

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

**SECTION 3.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | June 3, 2024 |
| TO: | Mollie Collins, Town Supervisor |
| FROM: | Peter Comenzo, Senior Planner PC |
| TITLE OF REQUEST: | Refer to Planning Commission for Report and Recommendation for Change of Zone from General Business (B-2) to Multi-Family Residential (R-3). |
| TOWN BOARD MEETING: | June 12, 2024 |
| Background Information: | Carman Petti & Frank Audino (Owners)<br>c/o ABD Engineers – Luigi Palleschi<br>411 Union Street<br>Schenectady, NY 12305<br><br>Change of Zone from General Business (B-2) to Multi-Family Residential (R-3) for the conversion of two (2) existing retail tenant spaces on the first floor into two (2) apartments. The property is known as 1725 Tower Street (Tax Map No. 59.9-7-6.2) and is on a ±6,816 square foot lot. |
| Evaluation/Analysis: | Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing. |
| Recommendation(s): | Refer to Planning Commission for Report and Recommendation. |
| Attachment/Document(s): | Application Materials |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | NYS Town Law Article 16<br>Proposed Local Law of the Year 2024 |
| LEGISLATION WILL BE PREPARED BY: | Supervisors Office |

**********

# TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

**Application Fee** **$1,000**

**Existing Zone Classification:** B-2

**Proposed Zone Classification:** R-3

## PART II
## GENERAL INFORMATION

Legal Owner's Name: Carmine Petti and Frank Audino
Mailing Address: 524 Russel Road
City: Albany State: NY Zip: 12203
Daytime Phone: _____ E-mail: _____

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

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) 6,816 SF
Assessor Tax Parcel No.(s) of Site: 59.09-7-6.2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 22, 500 SF, 59.9-7-4.1

Street Address of Proposed Site (if any): 1725 Tower Street

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The existing site is a mixed use commercial/residential building.

School District: Mohanasen Fire District: 2

Water Supply: Rotterdam

**LEGAL INFORMATION**

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The site is 170 feet down Tower Street from the intersection of Tower Street and Altamont Avenue.

Name of Public Road(s) Providing Access: Tower Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 71 feet

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

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

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

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

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

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

If you do not hold title to property, what is your interest in it? N/A

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

The parcel is located on a side street that is zoned residential and not suited for heavy commercial traffic. The site is also near condominiums and multifamily projects. The site has off stree parking and access to water, sewer, gas and other utilities.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO ✓. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

**UTILITIES**

Proposed Source of Water:
( ) Individual Wells (✓) Public System ( ) Private Community System
( ) Other, please describe _____

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

**PART III**

**********

**SURVEYOR/ARCHITECT/ENGINEER VERIFICATION**

**********

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: July 25, 2023
Address: 411 Union Street, Schenectady, NY 12305 Phone: 518-377-0315
Zip: 12305




PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

**********

**LEGAL OWNER SIGNATURE**

**********

(Signature of legal owner or representative as authorized by legal owner)

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

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Carmine Petti and Frank Audino
Address: 524 Russel Road, Albany, NY

Date: July 25, 2023
Phone:
Zip: 12203

Signature of applicant or representative

7-26-23
Date

**NOTARY**

STATE OF NEW YORK) ss:
COUNTY OF Albany )

SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner, Colonie NY 12205
My appointment expires: 10/1/2024

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 2024

PLEASE AFFIX NOTARY SEAL HERE

# TOWN OF ROTTERDAM

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

## LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

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

I, Carmine Petti and Frank Audino, being duly sworn declare that I am the

(PROPERTY OWNER)

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

**Tax Parcel Number(s):** 59.09-7-6.2

I hereby grant Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): [signature]

Date: 7-26-23

**NOTARY**

STATE OF NEW YORK) ss:
COUNTY OF Albany )
SUBSCRIBED AND SWORN to before me this 26th day of July, 2023

NOTARY SEAL [signature]
Notary Signature

Notary Public in and for the State of New York
Residing at: 501 New Karner Rd, Colonie NY 12205
My appointment expires: 10/1/24

JOY A. RODRIGUEZ
Notary Public, State of New York
Rensselaer County #01RO6269591
Commission Expires Oct. 1, 2024

**DESCRIPTION OF LAND**

**PROPOSED ZONE CHANGE**

**BEGINNING** at a point in the westerly road boundary of Tower Street at its intersection with the division line between Lands N/F of Home and City Savings Bank as described in Liber 954 of Deeds at Page 123 on the north and Lands N/F of Frank Audino and Carmine Petti as described in Liber 2073 of Deeds at Page 19 on the south; thence along said westerly road boundary of Tower Street South 00° 00' 00" East, 71.00 Feet to a point at its intersection with the division line between the aforementioned Lands of Audino and Petti on the north and other Lands N/F of Frank Audino and Carmine Petti on the south; thence along said division line South 90° 00' 00" West, 96.00 Feet to a point in the aforementioned division line between Lands of Home and City Savings Bank and Audino; thence along said division line the following two (2) courses and distances:

1. North 00° 00' 00" West, 71.00 Feet to a point; thence
2. South 90° 00' 00' East, 96.00 Feet to the point and place of beginning and containing 0.16 acres of land more or less.

MAP REFERENCE:

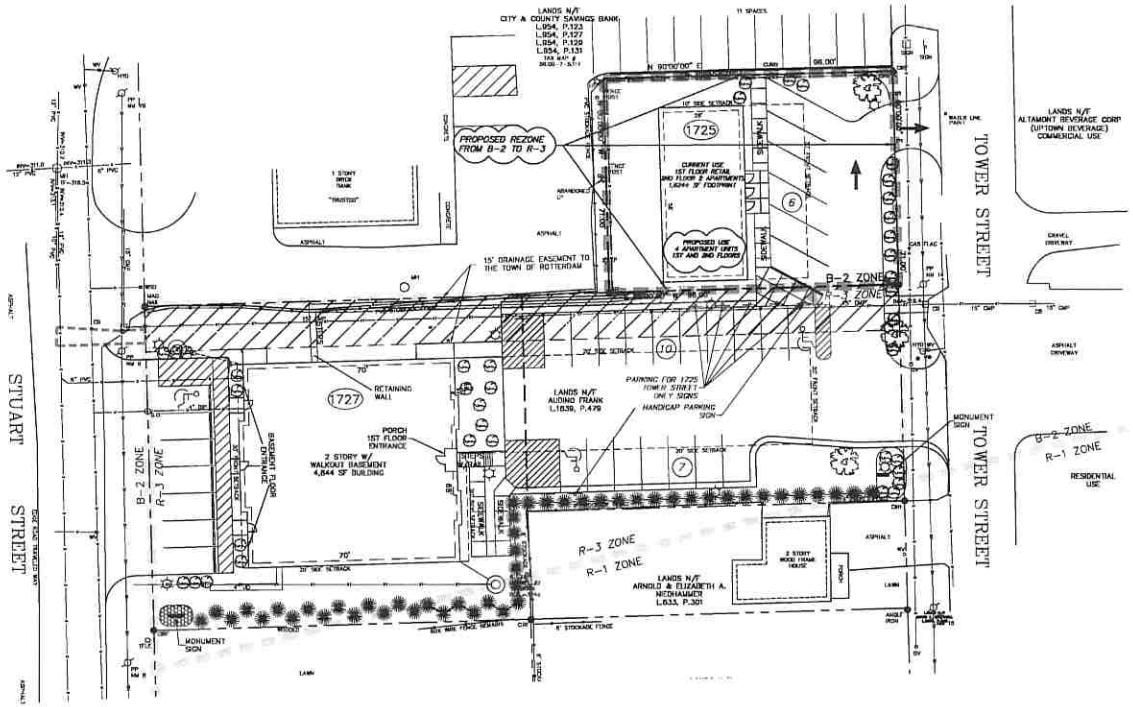
1. "MAP OF LOTS BELONGING TO MARTIN HAM, HAM CORNERS", PREPARED BY WILLIAM GIFFORD, DATED JULY 1, 1903, AND FILED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN CABINET A, AS MAP 68-59.

2. "101 TOWER STREET, SURVEY MAP OF THE LANDS OF FULLER STATION ROAD ASSOC., LLC", PREPARED BY AUSFELD & WALDRUFF LAND SURVEYORS LLP, DATED JUNE 12, 2012.

3. "SITE PLANS, TOWER STREET APARTMENTS" PREPARED BY ADD ENGINEERS & SURVEYORS, DATED FEBRUARY 13, 2013 AND LAST REVISED JULY 8, 2013.




SITE LOCATION




NOTES:

1. BASE MAPPING PREPARED BY ADD ENGINEERS AND SURVEYORS FROM A JULY 2012 FIELD SURVEY AND UPDATED JULY 2014.
2. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA. EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPE LINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXCAVATING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL U.F.P.O. 1-800-962-7962.
3. ALL LIGHTING SHALL BE SHIELDED AND/OR PLACED IN SUCH A MANNER AS TO PREVENT OFF-SITE ILLUMINATION.
4. DEVELOPMENT MUST MEET ALL NYS BUILDING AND FIRE CODES.
5. SITE IS ZONED B-2 GENERAL BUSINESS. PROPOSED REZONE TO R-3.
6. SNOWFALL ACCUMULATIONS IN EXCESS OF FOUR (4) INCHES SHALL BE REMOVED FROM ALL PARKING AREAS/WALKWAYS WITHIN 48 HOURS.
7. A KNOX BOX SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. TYPE AND LOCATION SHALL BE COORDINATED WITH FIRE DISTRICT #2.
8. LANDSCAPED AREAS FRONTING ON TOWER STREET SHALL CONTAIN A SPRINKLER SYSTEM.
9. LANDSCAPING SHALL BE MAINTAINED IN PERPETUITY AND DEAD/DYING PLANT MATERIALS SHALL BE REPLACED IN KIND.
10. RECIPROCAL PARKING EASEMENT AGREEMENT BETWEEN 1725 TOWER STREET AND 1727 TOWER STREET.
11. NO SITE IMPROVEMENTS NEEDED. WATER AND SEWER CONNECTION ARE EXISTING

| COVERAGE STATISTICS | PROPOSED | |
|---|---|---|
| BUILDINGS: 45% MAX. | 1,624 SF | 23.8% |
| PAVEMENT: | 2,308 SF | 33.8% |
| GREEN SPACE: | 2,884 SF | 42.3% |
| TOTAL | 6,816 SF (0.16 ACRES) | 100% |

## SITE DATA

| | EXISTING | PROPOSED | PROVIDED |
|---|---|---|---|
| ZONING: | B2 | R3 | |
| AREA: | 15,000 SF MIN. | 20,000 SF MIN. +3,000 SF / BR. OVER 4 | 6,816 SF (0.16 ACRES)## |
| LOT WIDTH: | 100 FT. | 100 FT. | 21.00'# |
| SETBACKS: | | | |
| FRONT: | 30 FT. | 30 FT. | 50.0' |
| SIDE: | 10 FT. | 20 FT. | 10.0' & 3.0' # |
| REAR: | 25 FT. | 25 FT. | 18.0'# |
| HEIGHT: MAX: | 3 STORIES (40') MAX. | 3 STORIES (40') MAX. | 2 STORIES |
| PARKING: | 1.5 PER APARTMENT UNIT: 2 UNITS X 1.5 = 3 SPACES | 1.5 PER APARTMENT UNIT: 4 UNITS X 1.5 = 6 SPACES | |
| | 5 PER 1,000 SF RETAIL: 1,824 SF / 1,000 = ~ 1.8 X 5 = 8 SPACES | | 6 SPACES PROVIDED ONSITE<br>5 SPACES PROVIDED OFFSITE # |
| | 11 SPACES REQUIRED | 6 SPACES REQUIRED | 11 SPACES PROVIDED # |

# VARIANCES FOR LOT AREA, SIDE YARD WIDTH, REAR YARD DEPTH AND PARKING WERE APPROVED BY THE ROTTERDAM ZONING BOARD OF APPEALS ON DECEMBER 12, 2014.

## REQUIRED VARIANCE FOR 2 ADDITIONAL BEDROOMS

OWNER/APPLICANT:
CARMINE PETTI AND FRANK AUDINO
524 RUSSEL ROAD
ALBANY, NY 12203

TAX MAP # 59.09-7-8.2

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL.

LUKE A. PALLESON, P.E.
N.Y.S. LICENSE NO. 94878

# REZONING MAP B-2 TO R-3
# MULTIFAMILY
# 1725 TOWER STREET

TOWN OF ROTTERDAM | COUNTY OF SCHENECTADY
STATE OF NEW YORK

ABD ENGINEERS & SURVEYORS
411 Union Street Schenectady, N.Y. 12305
518-377-0315 Fax 518-377-0379
www.abdeng.com

| DATE: | SCALE: | DWG. | SHEET OF |
|---|---|---|---|
| JUNE 27, 2023 | 1" = 20' | 4287C-RE ZONE | 1 1 |

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

Name of Action or Project:

1725 Tower Street Multifamily Conversion

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

1725 Tower Street, Rotterdam, NY 12306

Brief Description of Proposed Action:

The Applicant is proposing to convert the existing building to entirely apartments. The existing structure would than contain 4 apartments. No site improvements are needed. Public sewer and water connections exist as well as a parking lot to accommodate it's needs.

| Name of Applicant or Sponsor: | Telephone: |
|---|---|
| Carmine Petti and Frank Audino | E-Mail: |

Address:

524 Russell Road

| City/PO: | State: | Zip Code: |
|---|---|---|
| Albany | NY | 12203 |

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

3. a. Total acreage of the site of the proposed action? 0.15 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.52 acres

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Wetland ☑ Urban ☐ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | ☑ | ☐ |
| 16. Is the project site located in the 100-year flood plan? | ☑ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? | ☑ | ☐ |
| If Yes, | | |
| a. Will storm water discharges flow to adjacent properties? | ☐ | ☐ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? | ☐ | ☐ |
| If Yes, briefly describe: _____ _____ | | |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? | ☑ | ☐ |
| If Yes, explain the purpose and size of the impoundment: _____ _____ | | |
| ~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? | ☑ | ☐ |
| If Yes, describe: _____ _____ | | |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? | ☐ | ☑ |
| If Yes, describe: _____ V00649, 447031 1911 Curry Road currently is used as a gas station and is being monitored. | | |

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

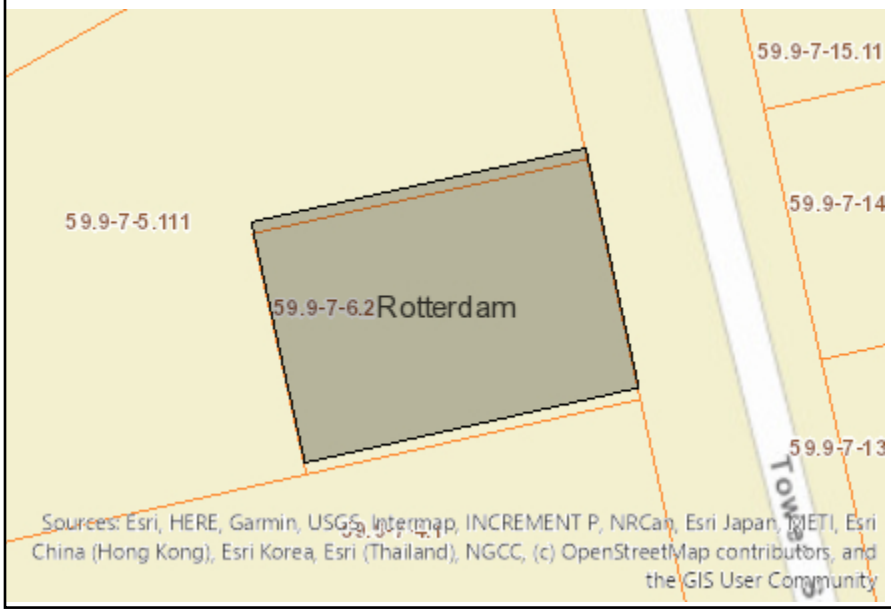
Applicant/sponsor/name: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP Date: May 28, 2024

Signature: _____ Title: Professional Engineer

**PRINT FORM**

# EAF Mapper Summary Report

Tuesday, May 28, 2024 2:15 PM




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




| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | No |
| Part 1 / Question 12b [Archeological Sites] | No |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal] | No |
| Part 1 / Question 16 [100 Year Flood Plain] | No |
| Part 1 / Question 20 [Remediation Site] | Yes |

**RESOLUTION NO. 248.24**

**TO APPROVE BUDGET TRANSFERS TO THE 2024 BUDGET**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

| ***Fund*** | ***Account No.*** | | ***Title*** | ***Amount*** |
|---|---|---|---|---|
| Highway | DA5110-2000 | FROM: | Hwy Gen. Repairs Equ. | -19,691.70 |
| Highway | DA5130-2000 | INTO: | Highway Machinery Equ. | +19,691.70 |
| W5 | W58340-4889 | FROM: | Backfill/Pavement Repair | -2,000.00 |
| W5 | W58340-4010 | INTO: | W5 Easements | +2,000.00 |

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: May 30, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Budget Transfer

TOWN BOARD MEETING: June 12, 2024

Background Information:

Evaluation/Analysis: Original budget for Highway equipment was only $30,000. Purchase request for new Truck is $49,691.70. Request budget transfer from Highway Fund General Repairs Equipment line (DA5110-2000) to Highway Fund Machinery Equipment (DA5130-2000) for $19,691.70

Recommendation(s):

| Fund | Account | Title | Amount |
|---|---|---|---|
| Highway | DA5110-2000 | FROM Highway General Repairs Equipment | $(19,691.70) |
| Highway | DA5130-2000 | TO Highway Machinery Equipment | $19,691.70 |

Attachment/Document(s): NYS OGS Vehicle Market Place – Mini Mid

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

# Group 40500-23166, VEHICLES, Class 1-8

# Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

**Revision Date: 9/12/23**

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

**Contractor:** **Nielsen Ford of Morristown**

## Part A: Mini-Bid Information

| 1.0 | Mini-Bid Questions | Contractor Response |
|---|---|---|
| 1.0 | **Mini-Bid Reference Number from Form A (Chassis/Body Combination): *Mini-Bid Request*** (e.g. 15060001) | **20240502-1** |
| 1.1 | **Item Number for this Mini-Bid** | **Item 1** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| **2.0** | **Vehicle Questions** | |
| 2.1 | **What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response?** *[click on yellow box and use drop-down menu]* (*Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)* | Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function) |
| 2.2 | **Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination?** *[click on yellow box and use drop-down menu]* | Built to Specifications |

| | | |
|---|---|---|
| 2.3 | **Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified?** *[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]* | Yes |
| 2.4 | **Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle?** *[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]* | Yes |
| 2.5 | **Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.** | 90-150 |
| 2.6 | **Enter the Final Order Date for the Vehicles offered for the Mini-Bid** *(Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).* | TBA |

## Part B: Vehicle(s) Offered for Mini-Bid

*[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]*

| **1.0** | **Chassis Information** | **Contractor Response** |
|---|---|---|
| 1.1 | Chassis Model Year | 2024 |
| 1.2 | Chassis Make (e.g., Ford, International, Freightliner) | Ford |
| 1.3 | Chassis Model (e.g., F450, DuraStar, M2-106) | F350 XL |
| 1.4 | Chassis Model Code (the OEM code used to identify a particular subset of a Model) | W3G |
| 1.5 | Chassis provider business name (i.e., Contractor or third-party). | Nielsen Ford of Morristown |
| 1.6 | Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | N/A |
| **2.0** | **Body Information** | |
| 2.1 | Body Model Year | |
| 2.2 | Body Make (e.g., Viking, Galion) | |
| 2.3 | Body Model (e.g., Proline, 450U) | |
| 2.4 | Body Model Code (the OEM code used to identify a particular subset of a Model) | |
| 2.5 | Body provider business name (i.e., Contractor or third-party). | |
| 2.6 | Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | |

## Part C: Additional Information

| | |
|---|---|
| 1.0 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". |
| | N/A |

## Part D: Vehicle Request Price Worksheets

*Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:*

***Complete Vehicle**: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.*

***Chassis Only**: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."*

***Body Only**: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."*

| 1.0 | Chassis Price Worksheet | Price |
|---|---|---|
| 1.1 | **NYS Base MSRP (Chassis)** | **$54,215.00** |
| 1.2 | **NYS Discount (Chassis)**<br>*[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **8.99** |
| 1.3 | **NYS Base Price (Chassis)**<br>*[Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].* | **$49,341.07** |
| 1.4 | **NYS Aftermarket Components Price (Chassis)** *[If there are no Aftermarket Components, leave blank]* | **$350.00** |
| 1.5 | **NYS Price For Vehicle (Chassis)**<br>*[Automatically calculated: NYS Base Price (Chasis) plus the NYS Aftermarket Components Price (Chassis)].* | **$49,691.07** |
| 1.6 | **Number of Vehicles (Chassis)** *[This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]* | **1** |

| | | |
|---|---|---|
| 1.7 | **Total Price For Mini-Bid (Chassis)** *[Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].* | **$49,691.07** |

| 2.0 | Body Price Worksheet | Price |
|---|---|---|
| 2.1 | **NYS Base Price (Body)** | **$0.00** |
| 2.2 | **NYS Aftermarket Components Price (Body)** [If there are no Aftermarket Components, leave blank] | **$0.00** |
| 2,3 | **NYS Price For Vehicle (Body)**<br>*[Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].* | **$0.00** |
| 2.4 | **Number of Vehicles (Body)** *[This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]* | **0** |
| 2.5 | **Total Price For Mini-Bid (Bodies)** *[Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].* | **$0.00** |

| 3.0 | Grand Total Price For Mini-Bid for Item | Price |
|---|---|---|
| | **Grand Total Price For Mini-Bid for Item**<br>*[Automatically calculated as the sum of the following]*:<br>1) Total Price for Mini-Bid (Chassis), if applicable; and<br>2) Total Price for Mini-Bid (Bodies), if applicable | **$49,691.07** |

# TOWN OF ROTTERDAM

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


## LEGISLATIVE REQUEST FORM

DATE: **June 4, 2024**

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

FROM: **Comptroller's Office**

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

TOWN BOARD MEETING**:** To be placed on the Town Board Meeting of June 12, 2024

Background Information: Budget transfers are needed to correct lines.

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

Recommendation(s): To be placed on the Town Board meeting of June 12, 2024 and approve the transfer.

Attachment/Document(s): Memo: Jim Keith

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

# ***Memorandum***

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector JK

Subject: Budget Transfer

Date: June 4, 2024

Please transfer the following funds to cover expenses:

| | | |
|---|---|---|
| **From** | **W58340 4889 Backfill/Pavement Repair** | **Amount** $ 2,000.00 |
| **To** | **W58340 4010 W5 Easements** | **Amount** $ 2,000.00 |

Thank you.

cc: Alison Grace
Paul Sebesta

**RESOLUTION NO. 249.24**

**TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE HIGHWAY DEPARTMENT**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the purchase of one 2024 Ford F-350 XL W3G crew cab pickup truck for the Highway Department, from Nielsen Ford of Morristown Inc., located at 31 Williams Parkway, East Hanover, New Jersey 07936, with compliance under NYS contract, in the amount not to exceed forty-nine thousand four hundred sixty-nine and 01/100 ($49,469.01) dollars.

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | | | |
| Mastroianni | | | |
| Gallucci | | | |
| Schlag | | | |
| Collins | | | |

# TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
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## LEGISLATIVE REQUEST FORM

DATE: June 3, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent LL

TITLE OF REQUEST: Vehicle Purchase

TOWN BOARD MEETING: June 12, 2024

Background Information: We are purchasing a new cab & chassis class 3 vehicle to replace current Truck #16 that is no longer cost effect to repair due to the engine needed to be replaced, the high mileage on the vehicle and its overall condition.

In an effort to save money while being environmentally friendly, we are removing and reusing the old dump body (from the old truck #16) and installing it on the new truck purchase. After the dump body has been removed, the old truck will then be sold at auction. Because it will not be complete or running, it will most likely be sold for scarp value. The new truck will be used for general highway repair use.

Evaluation/Analysis: Purchase request for new Truck is $49,691.70.

Recommendation(s): To place on Town Board Meeting Agenda June 12, 2024

Attachment/Document(s): NYS OGS Vehicle Market Place – Mini Mid

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): GML §103

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

**Town of Rotterdam Purchase Order Request**

***Purchase Order Number: 2024-_____***

Date: May 22, 2024

Vendor: **Nielsen Ford of Morristown, Inc.** *Vendor #* _____

| Appropriation Account Number(s): | Amount to pay from line: |
|---|---|
| **DA5110-2000** | **$19,691.70** |
| **DA5130-2000** | **$30,000.00** |

*Description of items or services to be purchased:*

Truck #16. Purchase of 2024 Ford F-350 XL W3G; Crew Cab; DRW (RWD); Cab & Chassis; Red

Purchased thru NYS OGS Vehicle Market Place; Mini Bid. Released: 5/3/24; Closed: 5/9/24

NYS OGS Group 40500-23166, VEHICLES, Class1-8; Reference # 20240502-1

Winning bidder = PC69843 Nielsen Ford of Morristown, Inc.

Winning bid amount = $49, 469.01; ETA: 90-150 days from order date

*Reason for purchase:*

Current Truck #16 needs to be replaced because it would not be cost effective to repair due to the engine needing to be replaced, the high mileage on the vehicle and its overall condition. Our best option is replacement.

Requested by: Larry Lamora Highway Superintendent

Department Head Approval: _____

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

Budget Transfer Request Attached: Yes _____ No X

==========

***Approved by:***

Supervisor Collins: Yes No Date: _____

Deputy Supervisor Dodgeson: Yes No Date: _____

# Group 40440, Award 23166, Vehicles, Class 1-8

## Form A (Chassis/Body): *Mini-Bid Request*

| | |
|---|---|
| **MINI-BID SUMMARY** | |
| **Mini-Bid Name** | Enter Data below in Cells D6, D13, D38, D39 & D55 to generate the Mini-Bid Name |
| **Mini-Bid Reference Number** | 20240502-1 |
| **Mini-Bid Release Date** | 5/3/2024 |
| **Mini-Bid Response Due Date** | 5/9/2024 |
| **Mini-Bid Response Due Time (Eastern Time)** | 3:00PM |
| **Purchased or leased?** | Purchased |
| **BUYER CONTACT INFORMATION** | |
| **State or Non-State Entity?** | Non-State |
| **Authorized User Entity Name** | Town of Rotterdam |
| **Town/Village/City & County** | Rotterdam, Schenectady County |
| **Primary Contact Name & Title** | Keith Ruggiero, Purchasing Coordinator |
| **Primary Contact Email & Phone** | kruggiero@rotterdamny.org, 518-355-7722 ext. 401 |
| **Secondary Contact Name & Title** | Larry Lamora, Highway Superintendent |
| **Secondary Contact Email & Phone** | llamora@rotterdamny.org, 518-355-7722 |
| **MINI-BID PROCESS** | |
| **Anticipated method and timeframe for purchase** | One-time purchase for the total number of Vehicles requested |
| **Type of Vehicle(s) requested** | Chassis Only |
| **Type of Chassis Order** | Specific Chassis (i.e., Model Year/Make/Model/Model Code) |
| **Type of Body Order** | No Body included in this request |
| **Method of Award** | Enter Data on Form A |
| **Will offers for Vehicles that can be provided at a later delivery date than specified be considered?** | Yes. If none of the Contractors responding to the Mini-Bid can meet the delivery date specified, the Mini-Bid will be awarded to the responsive Contactor with the Lowest price, regardless of delivery date. |
| **VEHICLE INFORMATION (CHASSIS)** | |
| **Number of Chassis** | 1 |
| **Chassis Class** | Class 3 |
| **Cab Type** | Crew Cab (Quad Cab, Double Cab, SuperCrew, CrewMax) |
| **Drive/Axle Type** | 6x2 |
| **Fifth Wheel?** | No |
| **Fuel Type** | Gasoline |
| **Chassis Model Year** | 2024 |
| **Other Model Years considered?** | Yes |
| **Chassis Make** | Ford |
| **Chassis Model** | F350 |
| **Chassis Model Code** | Enter Data on Form A |
| **Chassis Aftermarket Components Provider** | N/A |
| **VEHICLE INFORMATION (BODY)** | |
| **Number of Bodies** | 0 |
| **Body Type** | Enter Data on Form A |
| **Body Make** | Enter Data on Form A |
| **Body Model** | Enter Data on Form A |
| **Body Model Code** | Enter Data on Form A |
| **Body Aftermarket Components Provider** | Enter Data on Form A |
| **ADDITIONAL SPECIFICATIONS** | |
| **Number of Items in this Mini-Bid Request** | 1 |
| **Additional Vehicle Specifications File Name** | OGS 23166 - 20240502-1 - (1) Class 3 w/ - Town of Rotterdam - Specs |
| **DELIVERY INFORMATION** *(If "Multiple" is listed, see the Additional Specifications document for all delivery locations)* | |
| **Delivery Date** | ASAP |
| **Delivery Location Name** | Town of Rotterdam<br>Highway Department |
| **Number of Vehicles to be delivered to this location** | 1 |
| **Delivery Address** | 54 Duanesburg Road |
| **Delivery City, State, Zip Code** | Schenectady, NY 12306 |
| **Delivery County** | Schenectady |

| Additional Vehicle Specifications | |
|---|---|
| **BID REQUEST - OGS 23166 - 20240502-1 (1) Class 3 - Town of Rotterdam** | |
| Year: | **New vehicle 2022 and newer** |
| Brand: | **FORD** |
| | **F-350 Super Duty** |
| Box Size: | **N/A** |
| Cab & Chassis | **Yes**<br>*(no body - chassis only)* |
| Chassis Spec: | Needs to be 60" from back of cab to the rear axle.<br>Needs to accept a 9' dump body that we already own. |
| Trim: | **XL** |
| Cab: | **Crew** |
| | **4 x 2** |
| Engine: | **7.3L 2-Valve PFI V8 Gas** |
| Transmission: | **A/T** |
| Drive Terrain: | **6 X 2** |
| Axle: | **Dual Rear Wheel** |
| Vehicle color: | **Red**<br>*(Our fleet trucks are RED)* |
| Misc: | **Under coating** |

| Vehicle Market Place Bid | | | | |
|---|---|---|---|---|
| OGS - 23166 - | **20240502-1 (1) Class 3** | | | |
| Vehicle : | 2024 | F350 | Cab & Chassis | |
| Release Date: | **5/3/24** | | | |
| Close Date: | **5/9/24** | 3:00 PM | | |
| Specs Approved: | | Date: | | /2024 |

**Bids Received**

| PC# | Bidder Name | E-mail | Cost | Rank # |
|---|---|---|---|---|
| 69145 | DePaula Ford | JHalse@DePaulaFord.com | $53,264.25 | 4 No ETA 3-4 months Spec email |
| 5/17 69843 | Nielsen Ford of Morristown | Jim@NielsenFleet.com | $49,691.07 | 1 90-150 days |
| 68991 | C. Basil Ford | CCCCN@BasilFord.com | $51,140.64 | 3 No ETA Spec email |
| 68973SB | Maguire Motors LLC | Cruse@MaguireCars.com | $50,138.00 | 2 No ETA |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | | | |
|---|---|---|---|
| Awarded to: | Nielsen Ford | Date: | 5/17/24 |
| Award Letter Sent: | Date: 5/17/24 | | |
| Non-Award Letter Sent: | Date: 5/17/24 | | |
| NO Award Letter Sent: | | | |
| PO #: | Date: | | |
| ETA: | Received Date: | | |

Notes:

# Group 40500-23166, VEHICLES, Class 1-8

# Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

**Revision Date: 9/12/23**

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

**Contractor:** **Nielsen Ford of Morristown**

## Part A: Mini-Bid Information

| 1.0 | Mini-Bid Questions | Contractor Response |
|---|---|---|
| 1.0 | **Mini-Bid Reference Number from Form A (Chassis/Body Combination): *Mini-Bid Request*** (e.g. 15060001) | **20240502-1** |
| 1.1 | **Item Number for this Mini-Bid** | **Item 1** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| **2.0** | **Vehicle Questions** | |
| 2.1 | **What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response?** *[click on yellow box and use drop-down menu]* (*Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)* | Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function) |
| 2.2 | **Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination?** *[click on yellow box and use drop-down menu]* | Built to Specifications |

| | | |
|---|---|---|
| 2.3 | **Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified?** *[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]* | Yes |
| 2.4 | **Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle?** *[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]* | Yes |
| 2.5 | **Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.** | 90-150 |
| 2.6 | **Enter the Final Order Date for the Vehicles offered for the Mini-Bid** *(Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).* | TBA |

## Part B: Vehicle(s) Offered for Mini-Bid

*[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]*

| **1.0** | **Chassis Information** | **Contractor Response** |
|---|---|---|
| 1.1 | Chassis Model Year | 2024 |
| 1.2 | Chassis Make (e.g., Ford, International, Freightliner) | Ford |
| 1.3 | Chassis Model (e.g., F450, DuraStar, M2-106) | F350 XL |
| 1.4 | Chassis Model Code (the OEM code used to identify a particular subset of a Model) | W3G |
| 1.5 | Chassis provider business name (i.e., Contractor or third-party). | Nielsen Ford of Morristown |
| 1.6 | Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | N/A |
| **2.0** | **Body Information** | |
| 2.1 | Body Model Year | |
| 2.2 | Body Make (e.g., Viking, Galion) | |
| 2.3 | Body Model (e.g., Proline, 450U) | |
| 2.4 | Body Model Code (the OEM code used to identify a particular subset of a Model) | |
| 2.5 | Body provider business name (i.e., Contractor or third-party). | |
| 2.6 | Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | |

## Part C: Additional Information

| | |
|---|---|
| 1.0 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". |
| | N/A |

## Part D: Vehicle Request Price Worksheets

*Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:*

***Complete Vehicle**: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.*

***Chassis Only**: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."*

***Body Only**: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."*

| 1.0 | Chassis Price Worksheet | Price |
|---|---|---|
| 1.1 | **NYS Base MSRP (Chassis)** | **$54,215.00** |
| 1.2 | **NYS Discount (Chassis)** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **8.99** |
| 1.3 | **NYS Base Price (Chassis)** *[Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].* | **$49,341.07** |
| 1.4 | **NYS Aftermarket Components Price (Chassis)** *[If there are no Aftermarket Components, leave blank]* | **$350.00** |
| 1.5 | **NYS Price For Vehicle (Chassis)** *[Automatically calculated: NYS Base Price (Chasis) plus the NYS Aftermarket Components Price (Chassis)].* | **$49,691.07** |
| 1.6 | **Number of Vehicles (Chassis)** *[This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]* | **1** |

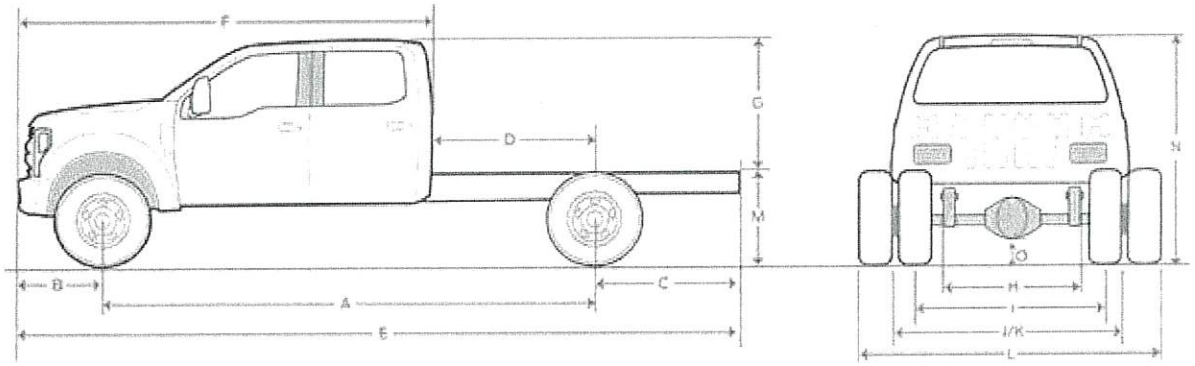
| | | |
|---|---|---|
| 1.7 | **Total Price For Mini-Bid (Chassis)** *[Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].* | **$49,691.07** |

| 2.0 | Body Price Worksheet | Price |
|---|---|---|
| 2.1 | **NYS Base Price (Body)** | **$0.00** |
| 2.2 | **NYS Aftermarket Components Price (Body)** [If there are no Aftermarket Components, leave blank] | **$0.00** |
| 2,3 | **NYS Price For Vehicle (Body)**<br>*[Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].* | **$0.00** |
| 2.4 | **Number of Vehicles (Body)** *[This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]* | **0** |
| 2.5 | **Total Price For Mini-Bid (Bodies)** *[Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].* | **$0.00** |

| 3.0 | Grand Total Price For Mini-Bid for Item | Price |
|---|---|---|
| | **Grand Total Price For Mini-Bid for Item**<br>*[Automatically calculated as the sum of the following]*:<br>1) Total Price for Mini-Bid (Chassis), if applicable; and<br>2) Total Price for Mini-Bid (Bodies), if applicable | **$49,691.07** |

# Crew Cab Chassis Cab






| Series | | F-350 | | F-450 | | F-550 | |
|---|---|---|---|---|---|---|---|
| Drive | | 4x2 | 4x4 | 4x2/4x4 | 4x2/4x4 | 4x2/4x4 | 4x2/4x4 |
| Single/Dual Rear Wheels | | SRW/DRW | SRW/DRW | DRW | DRW | DRW | DRW |
| Wheelbase (in.) | | 179.8 | 179.8 | 179.8 | 203.8 | 179.8 | 203.8 |
| Code | Description (in.) | | | | | | |
| A | Wheelbase (in.) | 179.8 | 179.8 | 179.8 | 203.8 | 179.8 | 203.8 |
| B | Front Overhang Length | 38.3 | 38.3 | 38.3 | 38.3 | 38.3 | 38.3 |
| C | Rear Axle to Frame Length | 47.2 | 47.2 | 47.2 | 47.2 | 47.2 | 47.2 |
| D | Cab to CL of Rear Axle Length | 60.0 | 60.0 | 60.0 | 84.0 | 60.0 | 84.0 |
| E | Overall Length | 265.2 | 265.2 | 265.2 | 289.2 | 265.2 | 289.2 |
| F | Bumper to Back of Cab | 158.1 | 158.1 | 158.1 | 158.1 | 158.1 | 158.1 |
| G | Top of Frame to Top of Cab | 49.4 | 49.4 | 49.4 | 49.4 | 49.4 | 49.4 |
| H | Frame Rail Width | 34.1 | 34.1 | 34.2 | 34.2 | 34.2 | 34.2 |
| I | Front Track Width | 68.3/69.1 | 68.3/69.1 | 74.8 | 74.8 | 74.8 | 74.8 |
| J | Rear Track Width | 68.1/71.1 | 68.1/71.1 | 74.0 | 74.0 | 74.0 | 74.0 |
| K | Tire Center Width (DRW) | —/71.0[1] | —/71.0[1] | 74.0 | 74.0 | 74.0 | 74.0 |
| L | Tire Outside Width (Rear) | 79.6/92.2[1] | 79.6/92.2[1] | 93.9 | 93.9 | 93.9 | 93.9 |
| | Width with Mirrors | 105.9 | 105.9 | 105.9 | 105.9 | 105.9 | 105.9 |
| | Width with Mirrors Folded | 85.3 | 85.3 | 85.3 | 85.3 | 85.3 | 85.3 |
| | Width with Mirrors Fully Extended | 110.9 | 110.9 | 110.9 | 110.9 | 110.9 | 110.9 |
| M | Frame Height (Curb)[2] | 31.7/31.9 | 33.5/33.7 | 34.4/34.3 | 34.5/34.3 | 34.4/34.3 | 34.4/34.3 |
| M | Frame Height (Loaded)[2] | 26.9/26.5 | 28.9/28.3 | 28.5/28.6 | 28.5/28.6 | 28.5/28.6 | 28.5/28.6 |
| N | Cab Height (Curb)[2] | 78.4/78.6 | 81.2 | 81.9/81.8 | 81.7/81.8 | 81.9/81.8 | 81.9/81.7 |
| O | Rear Axle Clearance Height | 8.6/7.8 | 8.6/7.8 | 8.2 | 8.2 | 8.2 | 8.2 |

**RESOLUTION NO. 250.24**

**TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE TRUNK SEWER ACCESS IMPROVEMENTS PROJECT**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1**. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6 NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the a trunk sewer access improvement project from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam/City of Schenectady boundary.

**SECTION 2.** The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6 NYCRR Part 617 SEQR (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | June 5, 2024 |
| TO: | Mollie Collins - Town Supervisor |
| FROM: | Peter Comenzo – Senior Planner PC |
| TITLE OF REQUEST: | Declare Lead Agency for the Trunk Sewer Access Improvement Project |
| TOWN BOARD MEETING: | June 12, 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) Unlisted Action and will require environmental review prior to the Town Board approving request. |
| Recommendation(s): | Town Board should Declare Lead Agency, and conduct a coordinated SEQR review and authorize Senior Planner to distribute all documents in accordance with SEQR. |
| Attachment/Document(s): | Full Environmental Assessment Form (FEAF) |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | 6NYCRR Part 617<br>State Environmental Quality Review |
| LEGISLATION WILL BE PREPARED BY: | Supervisors Office |

## 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:<br>Trunk Sewer Access Road Improvements | | |
| Project Location (describe, and attach a general location map):<br>Edgewood Avenue, Rotterdam, Schenectady County NY | | |
| Brief Description of Proposed Action (include purpose or need):<br>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' 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:<br>Town of Rotterdam | Telephone: 518-355-7575<br>E-Mail: supervisor@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):<br>MollieCollins (town Supervisor) | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |
| Property Owner (if not same as sponsor): | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |

**B. Government Approvals**

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|---|---|
| a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No | Town Board (funding) | |
| 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 | New York State Department of Conservation | |
| 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):

**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: 12 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.

_____

i*v.* 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)

minimal by equipment during construction._____

*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:

Heavy Machinery during construction (excavators, dozers, dump trucks)

*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.

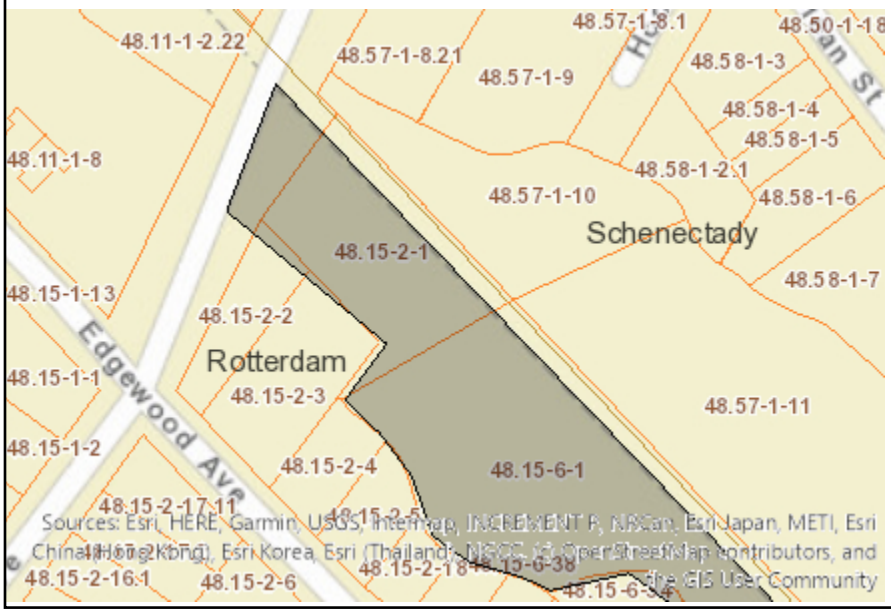
Applicant/Sponsor Name Town of Rotterdam Date May 17, 2024

Signature Peter Comenzo Title Senior Planner

**PRINT FORM**

# EAF Mapper Summary Report

Friday, April 26, 2024 8:20 AM

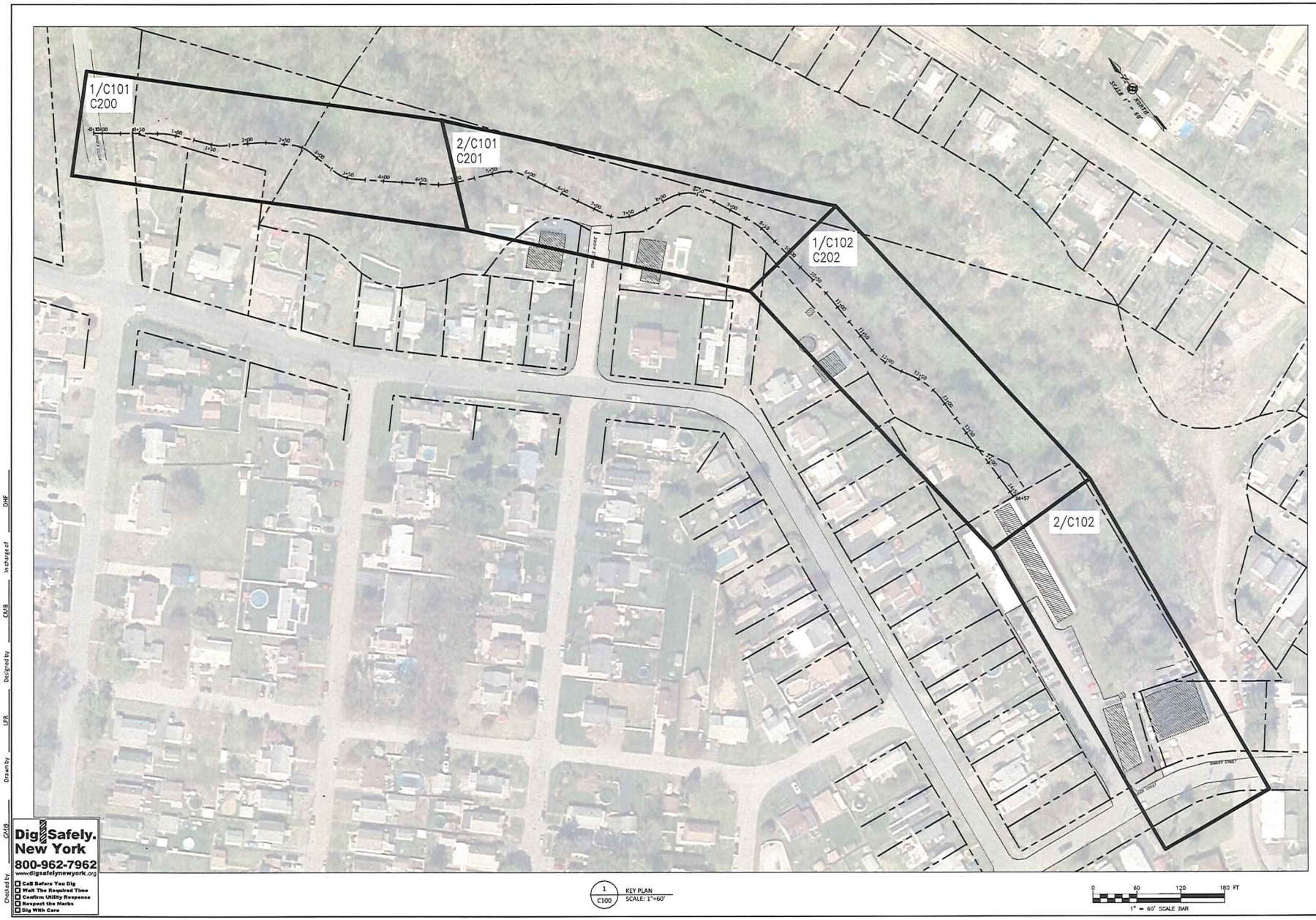



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting 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 |




1 / C100 KEY PLAN
SCALE: 1"=60'

0 60 120 180 FT
1" = 60' SCALE BAR

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IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, 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 IS ALTERED, THE ALTERING PROFESSIONAL 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

SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM

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

Plotted: Jan 06, 2024 – 8:01AM SYR By: cbertram
C:\Users\cbertram\AppData\Local\Temp\AcPublish_2202\$P4059 C100 Site Plans (ID 3077093).dwg
Checked by: CMB Drawn by: LPR Designed by: CMB In charge of: DHF

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, July 5, 2023, at 7:00 p.m., the following resolution was duly adopted:

**RESOLUTION NO. 235.23**

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR A TRUNK SEWER ACCESS IMPROVEMENTS PROJECT**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services for a trunk sewer access improvement project from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam/City of Schenectady boundary, in an amount not to exceed eighty seven thousand, five hundred and 00/100 ($87,500.00) dollars.

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

**DATED:** July 5, 2023

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Christou | X | | |
| Miller-Herrera **(Absent)** | | | |
| Dodson | X | | |
| Mastroianni | X | | |
| Collins | X | | |

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on July 5, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

**I DO FURTHER CERTIFY** that each of the members of the Town Board had due notice of the said Town Board meeting.

**IN WITNESS WHEREOF,** I have hereunto set my hand and the seal of the Town of Rotterdam this July 7, 2023.

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

Diane M. Marco

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: | June 29, 2023 |
| TO: | Town Board |
| FROM: | C.J. Dodson, Deputy Supervisor |
| TITLE OF REQUEST: | Engineering Agreement – Trunk Sewer Access Improvement Project |
| TOWN BOARD MEETING: | July 5, 2023 |
| Background Information: | The Town was notified in 2021 that the trunk sewer to the wastewater treatment plant is partially blocked impeding sewage flow. Site surveys were completed in 2022. A design is required to permit and approve the project for bidding. |
| Evaluation/Analysis: | The scope of work/fee proposal prepared by Barton and Logudice correctly reflects the work to be preformed at a reasonable fee. |
| Recommendation(s): | Retain Barton and Logudice for professional engineering services for the Trunk Sewer Access Improvement Project. |
| Attachment/Document(s): | Barton and Logudice agreement dated June 29, 2023. |
| Compliance with Purchasing Policy: | Yes, Professional Services |
| Effect(s) on Existing Law(s): | N/A |
| LEGISLATION WILL BE PREPARED BY: | Supervisors Office |



June 12, 2024

Barton & Loguidice

June 29, 2023

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

Re: Trunk Sewer Access Road Improvements Project
Proposal for Professional Engineering Services

File: P710.2038

Dear Supervisor Collins:

Barton & Loguidice (B&L) is pleased to provide this proposal for engineering services for the proposed trunk sewer access road improvements project from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam / City of Schenectady boundary. We understand that the project will include clearing and grading improvements to allow for operation and maintenance of the existing sewer trunk line. Current conditions prohibit much of the trunk sewer from being accessed for routine maintenance or emergency access, when needed. 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.

## Scope of Services

The following Scope of Services is based on our current understanding of the project and will be performed in accordance with the assumptions and clarifications herein.

### *Task 1: Design Services*

1. *Kick-off Meeting and Site Visit:* B&L will participate in a project kick-off meeting with the Town to review goals and objectives, work plan, and schedule. A site visit will be held concurrent with the kick-off meeting to allow B&L to make preliminary assessments of field conditions along with obtain project information from participants.
2. *Supplemental Survey:* B&L will enter into a subconsultant agreement with Azimuth Surveying & Cartography to supplement existing survey data and prepare a single base map of the project area tied to one datum. The base map will include all visible natural or man-made planimetric and topographic features within the survey boundary. Topographic data shall be sufficient to generate a digital terrain model (DTM) for contouring at a 1-foot interval. A property boundary survey and associated deed research is not included and existing tax maps will be used to locate the property lines. Utility mark out by Dig Safe will be included so underground utilities can be shown on the mapping. We have included two (2) days of supplemental field survey in this proposal.

3. *Preliminary Design Plans and Estimate:* B&L will develop preliminary design plans and a preliminary opinion of probable construction cost for the trunk sewer access road utilizing the project base map and record data provided by the Town. The preliminary design plans and estimate will be submitted to the Town and a review meeting will be held to receive comments on the plans.
4. *Final Design Plans and Estimate:* B&L will prepare final design plans, profiles, and construction details incorporating comments received on the preliminary design plans. A final opinion of probable construction cost will be provided. The design plans and estimate will be submitted to the Town and a review meeting will be held to receive comments on the plans. We anticipate that these plans will additionally be submitted to the NYS Department of Environmental Conservation (DEC) and U.S. Army Corps of Engineers (ACOE) as further discussed under Task 2, below.
5. *Contract Drawings and Documents:* B&L will prepare final Contract Drawings incorporating comments received on the final design plans. It is assumed that any revisions to the Contract Drawings will be limited in nature and will not require redesign of any proposed improvements. B&L will prepare a set of Contract Documents based on B&L's modified Engineers Joint Contract Documents Committee (EJCDC®) construction documents for a single prime construction contract. The Contract Documents will include all necessary bidding and contract forms; bonds; general and supplementary conditions; regulatory requirements; prevailing wage schedules; and technical specifications. The Contract Drawings and Documents will be submitted to the Town for their use in having a contractor construct the proposed improvements.
6. *Design Review Meetings:* As noted above, B&L will meet with the Town following submission of the Preliminary and Final Design packages to receive feedback from the Town on the plans and estimates.

*Task 2: Environmental and Permitting Services*

1. *Environmental Screenings:* Due to the age of the previously completed wetland delineations, a wetland delineation will be completed by B&L. At the same time we will complete a threatened and endangered species habitat assessment of the project area. We assume that all proposed work will be outside of regulated aquatic resources and special flood hazard areas. It is assumed no wetland mitigation design services will be required for this project.
2. *SEQR Assistance:* We assume that the project will be classified as an Unlisted Action under the SEQRA. B&L will prepare Parts I, II, and III of a Short Environmental Assessment Form (SEAF) and any other support information that may be needed for the Town to make a Determination of Significance. We assume that the Town will serve as lead agency for SEQR and preparation of an Environmental Impact Statement (EIS) will not be required.
3. *SWPPP Preparation:* Based on our current understanding of the project, we assume that total earth disturbance for the project is likely to exceed one (1) acre. B&L will develop a Stormwater Pollution Prevention Plan (SWPPP) in accordance with NYS Department of Environmental

Conservation (DEC) requirements. Given the nature of the project, we assume that the SWPPP will ***not*** require post-construction stormwater management practices.

4. *Regulatory Agency Coordination:* Email correspondence dated February 23, 2023 from the NYS Department of Environmental Conservation (DEC), Region 4, Regional Permit Administrator indicates that the DEC and ACOE "attended a joint site visit to the [project] location in 2019 and it was confirmed that neither agency had jurisdiction within the proposed area of disturbance." In the same correspondence, the DEC requested submission of any future plans to review whether any permits may be necessary. B&L has therefore included time in this proposal to submit plans to the DEC along with anticipating one (1) site visit or meeting with regulatory agencies to determine the extent of their jurisdiction, if any.

*Task 3: Bidding Services*

1. Prepare an Advertisement for Bids for publication by the Town in the Town's official newspaper.
2. Provide final digital copies of the Contract Drawings and Documents for the Town's use in soliciting construction bids using the BidNet platform. Upload of documents to BidNet will be completed by the Town.
3. Advise the Town and plan holders on matters relating to the project as questions arise during the bidding process. Prepare and issue written addenda if necessary.
4. Tabulate bids received and review qualifications of low bidders.
5. Prepare recommendation of award package and present to the Town.

*Task 4: Construction Services*

In general, B&L will provide assistance to the Town with the overall administration of the Construction Contracts and oversight of the work designed by B&L.

1. Assemble conformed Contract Documents for the construction contract and prepare for a contract signing by the Town and Contractor.
2. Schedule and attend a preconstruction meeting with Town staff and the Contractor. B&L will take meeting minutes and distribute them to all project participants.
3. Provide technical support answering Contractor's questions, responding to RFIs and resolving design / construction issues during the construction of the project.
4. Review Contractor's shop drawing submittals for compliance with the Contract Documents.
5. Attend and lead onsite construction progress meetings with the Town and Contractor. B&L will take meeting minutes and distribute them to all project participants. We assume that there will be five (5) progress meetings throughout the project duration.
6. Provide part-time on-site construction representation. On-site representative will prepare a report for each day in which observation of the work in progress is conducted. Further, B&L will advise the Town if observed work product is found to be deficient or incorrect. B&L is including

a total of one hundred (100) observation hours for this service. The construction representation proposed herein is not full-time inspection of the Contractor's work, and is not intended to be an exhaustive inspection of every detail of the work progressed by the Contractor.

7. Review Contractor change order proposals as they may occur, and make recommendations to the Town regarding scope and cost as related to the Contract.
8. Review Contractor's payment applications and make recommendations to the Town regarding payment of the completed work.
9. Attend a final walkthrough of the project with the Town and the Contractor and prepare a resulting punch list of minor work items to be completed.
10. Prepare and issue Notice of Substantial Completion along with recommendation for final payment.

*Assumptions & Clarifications*

A. We assume that preparation of a Joint Application for Permit for the DEC and ACOE will not be required for the project. Should a Joint Application for Permit be required for the project, B&L will provide this application as part of our Task 2 services. If additional permitting is required based on the ACOE and DEC initial review, a supplemental agreement to the Town for review and authorization will be provided.

B. The existing trunk sewer is adjacent to areas within a special flood hazard area as depicted on FEMA Flood Insurance Rate Map Panel 0161D. Any necessary permitting for development within the floodplain, if any, will be completed under a supplemental agreement as we do not anticipate that any permitting for this item will be required.

C. The project site is located within an archeologically sensitive area according to the NY State Historic Preservation Office (SHPO). B&L will submit a consultation project through the SHPO's CRIS web portal and assume that the SHPO will provide a letter of no affect. Should additional cultural resource services be required, B&L will provide a supplemental agreement to the Town for review and authorization. B&L will prepare a draft letter for Town review prior to submission to SHPO.

**Fee Estimate**

B&L proposes to provide the services described herein for a time and expense fee not to exceed $87,500, as tabulated below, without prior approval from the Town of Rotterdam.

| | |
|---|---|
| Task 1: Design Services | $ 32,500 |
| Task 2: Environmental and Permitting Services | $ 17,000 |
| Task 3: Bidding Services | $ 4,000 |
| Task 4: Construction Services | $ 34,000 |
| **Total** | **$ 87,500** |

B&L proposes to invoice the Town of Rotterdam monthly on a time and expense basis in accordance with our Standard Billing Rates in effect at the time the services are performed. If additional services are required, B&L will provide the Town of Rotterdam with a supplemental agreement for review and approval prior to commencing the additional services. Current billing rate schedule was provided to the Town in January 2023.

**Closing**

We appreciate the opportunity to offer this proposal to assist you with the trunk sewer access road improvements project. If this proposal is acceptable, please sign the authorization below and return a copy to our office.

If you have any questions or wish to discuss any portion of this proposal, please contact me or Ryan Weltz, who will serve as the primary point of contact and Project Manager, at (518) 218-1801 or rweitz@bartonandloguidice.com.

Sincerely,
BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

RBW/

Enclosures: Revised Terms and Conditions for Professional Consultant Services

**Authorization**

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie A. Collins
Mollie Collins, Town Supervisor
Town of Rotterdam

7/6/2023
Date

**RESOLUTION NO. 251.24**

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PUMP STATION IMPROVEMENTS PROJECT – PLANNING & PROJECT DEVELOPMENT SERVICES**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services relating to the Pump Station Improvements Project – Planning & Project Development Services, in an amount not to exceed eighteen thousand nine hundred and 00/100 ($18,900.00) dollars.

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | June 5, 2024 |
| TO: | Town Board |
| FROM: | Mollie Collins, Supervisor |
| TITLE OF REQUEST: | Engineering Agreement – Pump Station Improvements Project – Planning & Project Development Services |
| TOWN BOARD MEETING: | June 12, 2024 |
| Background Information: | The Town's sanitary sewer collection system includes 12 pump stations. Based on the findings of the PER, five (5) of these pump stations are in particular need of upgrades. |
| Evaluation/Analysis: | Investigations during the study revealed significant deterioration at each pump station, including multiple pumps operating at a fraction (<20%) of their design capacity.<br>Based on this PER, it was recommended that the Town implement a rehabilitation project at each station. |
| Recommendation(s): | Retain Barton and Logudice for professional engineering services for the Pump Station Improvements Project – Planning & Project Development Services |
| Attachment/Document(s): | Agreement between Town of Rotterdam and Barton and Logudice. |
| Compliance with Purchasing Policy: | Yes – Professional Services |
| Effect(s) on Existing Law(s): | N/A |
| LEGISLATION WILL BE PREPARED BY: | Supervisors Office |

Barton & Loguidice

June 4, 2024

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

Re: Proposal for Engineering Services
Pump Station Improvements Project – Planning & Project Development Services

File: S702.5070

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement for the Sanitary Sewer Pump Station Improvements Project. This supplement is to perform planning and project development services for the recommended improvements listed from the Preliminary Engineering Report (PER) Pump Station Improvement Project, dated June, 2023, authored by B&L. The study was grant funded, as the Town secured and utilized a $30,000 NYSEFC Engineering Planning Grant (EPG#: 105147). The Town was also required to provide a local match in the amount of $6,000 in accordance with EPG grant regulations.

Project Understanding
The Town's sanitary sewer collection system includes 12 pump stations. Based on the findings of the PER, five (5) of these pump stations are in particular need of upgrades. These five (5) stations experience frequent operational issues and nearing the end of their useful design lives:

- Rotterdam Mall Pump Station (a.k.a., Via Port Pump Station)
- Golub Pump Station
- White Birch Pump Station
- Altamont Avenue Pump Station #1 (a.k.a., Taco Bell Pump Station)
- Altamont Avenue Pump Station #2 (a.k.a., Price Chopper Pump Station)

Field investigations during the study revealed significant deterioration at each pump station, including multiple pumps operating at a fraction (<20%) of their design capacity. Without corrective action, these pump stations will continue to deteriorate and likely fail in the foreseeable future, potentially causing sanitary sewer overflow events. Based on this PER, it was recommended that the Town implement a rehabilitation project at each station. The total opinion of probable project capital cost is about $5,800,000. The proposed upgrades will improve pump station performance, reduce energy consumption, and protect the health and safety of residents within the pump station service areas.

Scope of Services

1. *Kick off Meeting* - Attend a kickoff meeting with Town officials and staff to discuss the project, in particular the scope of services, project schedule, project budget and define lines of communication. Further, B&L would gather pertinent information from the Town as necessary to progress the project.

2. *SEQR Determination* –This project should be classified as a Type 1 action under the State Environmental Review Act which will require B&L to fill out the necessary forms and complete a coordinated review with all interested and involved parties. The anticipated involved and interested parties include NYS Department of Environmental Conservation and NYS Office of Parks, Recreation, and Historic Preservation (OPRHP). B&L will provide the following services to assist the Town in completing the SEQR process:

   - Prepare the appropriate Environmental Assessment Form (EAF) for use by the Town Board in reviewing the environmental aspects of the proposed water main and in seeking lead agency status. Attend one (1) meeting to review environmental aspects identified in the EAF.

   - Prepare a Lead Agency intent letter for contacting the interested/involved agencies.

   - Address interested/involved agency comments on EAF as appropriate.

   - Prepare Negative Declaration for use by the Town, and circulation letter to interested/involved agencies.

   - Prepare information required to submit documents to NYSDEC for publication in the Environmental Notice Bulletin (ENB).

   - During preparation of the EAF, pre-screening letters will be sent to the NYS Office of Parks, Recreation, and Historic Preservation (OPRHP) to identify potential cultural resource impacts as well as the US Fish & Wildlife Services' National Heritage Program to identify any.

     Note: At this time, it is unknown if OPRHP will require an Archeological Survey as it is anticipated that the proposed sanitary pump stations will be located immediately adjacent or rehabilitation of the existing structures. Therefore, services for an archeological survey are not included in this supplement. Should OPRHP require a Phase 1 archeological survey, B&L can provide these additional services under separate authorization by the Town Board.

     It is also unknown if there are any wetlands or endangered/threatened species within the project area. Therefore, this supplement does not include the wetlands/habitat assessment. If it is determined through the SEQR process that there may be wetlands or endangered/ threatened species within the project area, B&L can provide these assessments as an additional service under separate authorization by Town Board.

3. *CWSRF Funding Application* - With a PER having previously been completed by B&L and listed on the NYS Environmental Facilities Corporation (EFC) Intended Use Plan (IUP), a Clean Water State Revolving Fund (CWSRF) application is an opportunity to seek potentially subsided funding for the pump station improvements project. In the 2024 IUP the project has a score of 52, which in previous years put the project above the subsidy line. Please note that this line moves from year to year. B&L will assist the Town with submission of the Full Application for both short-term and long-term financing. This will consist of assisting the Town in the completion of the application itself as well as the submission of all the other documentation required to close on the financing.

   With the CWSRF applications, requirements for the State Environmental Quality Review Act (SEQR) must be completed as detailed in item 2 of this supplement.

   B&L is required to comply with the CWSRF program requirements, which include provisions for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (M/WBE) Programs. Included with this proposal is the State Revolving Fund Mandatory Terms & Conditions to be used for both Construction and Non-Construction Contracts that are receiving State Revolving Fund (SRF) assistance such as a loan or a grant, regardless of whether a state grant was also received.

4. *Map and Plan* – B&L will prepare a Map and Plan Report in accordance with Town Law Article 12 – "Section 202-b – Increase or Improvements of Facilities". The Map and Plan will include the proposed improvements together with opinion of probable project cost. Once the Map and Plan is complete, the Town will call a public hearing and notify the public per Town Law. B&L will attend the public hearing to answer any questions or concerns relating to the project.

5. *Meetings* – B&L will attend meetings with the Town as detailed above. In summary this proposal includes the following meetings:

   a. Kickoff Meeting;
   b. Town Board meeting to assist in SEQR determination,; and
   c. Public Hearing for Map and Plan

Fee Proposal

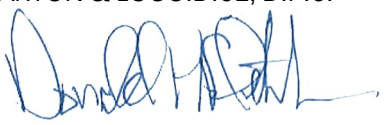
For the Scope of Services presented above, B&L proposes to be compensated on a lump sum basis in the total amount not-to-exceed $18,900.

If additional services are required, B&L will request the Town's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the Town.

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher
Executive Vice President

JAB2/tlh

Enclosures: B&L Standard Terms and Conditions
NYSEFC Mandatory Terms and Conditions

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein and in accordance with the attached terms and conditions.

_____ _____

Mollie A Collins, Supervisor
Town of Rotterdam

Date

**STANDARD TERMS AND CONDITIONS**
**for**
**PROFESSIONAL CONSULTANT SERVICES**
**provided by**
**BARTON & LOGUIDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

## 1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

## 2.0 General Considerations

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

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

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

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

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

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

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

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

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

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

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

## 3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

## 4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

## 5.0 Dispute Resolution

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

## 6.0 Accrual of Claims

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

## 7.0 Controlling Law

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

## 8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

## 9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 10.0 Total Agreement/Severability

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

NEW YORK STATE | Environmental Facilities Corporation

**KATHY HOCHUL**
Governor

**MAUREEN A. COLEMAN**
President and CEO

# Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund**

---

**Identify Contract Type prior to Advertisement for Bid:**

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

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Effective October 1, 2023

**New York State Environmental Facilities Corporation**
**625 Broadway, Albany, NY 12207-2997**
**P: (518) 402-6924**
**www.efc.ny.gov**

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## INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

# REQUIRED CONTRACT LANGUAGE

## COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

**Broker** means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

**Construction** means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

**Contract** means an agreement between a Recipient and a Contractor.

**Contractor** means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

**Manufacturer** means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

**MBO** is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

**Non-Construction Provider** means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

**Recipient** means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

**State** means the State of New York.

**Subcontract** means an agreement between a Contractor and a Subcontractor.

**Subcontractor** means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

**Supplier** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

**Treatment Works** is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

## SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

*Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.*

## SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

*The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.*

*The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.*

***Contracts Meeting Article 15-A Thresholds** means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:*

*a) Non-Construction Provider Contracts greater than $25,000;*
*b) Non-Construction Provider Contracts that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;*
*c) Construction Contracts greater than $100,000; and,*
*d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.*

*Disregard this section if it does not apply to this Contract or Subcontract.*

### I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.

C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.

D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

**II. Equal Employment Opportunities (EEO)**

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

G. ***For construction contracts in excess of $10,000***, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

## III. Business Participation Opportunities for MWBEs

*Applicable to Contracts Meeting Article 15-A Thresholds*

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 20%***. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
   a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
   b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
   c. NYS Intermunicipal Grants that are also receiving EFC financing.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

2. Liquidated damages shall be calculated as an amount not to exceed the difference between:

   a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
   b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

## SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

*The requirements of this section apply to all Construction Contracts and Subcontracts*

A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

   In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

## SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

*The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

## SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

*The requirements of this section apply to all Construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.*

***For Contracts in Excess of $2,000:***

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https://beta.sam.gov/ .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

***For Contracts in Excess of $100,000:***

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

## SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

*The requirements of this section apply to all Contracts and Subcontracts.*

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

## SECTION 7 RESTRICTIONS ON LOBBYING

*The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.*

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of $100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 (“Lobbying Certification”) in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

## SECTION 8 CONSTRUCTION SIGNS

*The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).*

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

# ATTACHMENTS (Required Forms)

**Attachment 1 – EFC MWBE Utilization Plan**

**NYS Environmental Facilities Corporation**
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

**Instructions for Contractors & Service Providers:**

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

**If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.**

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

**Instructions for Minority Business Officers (MBO):**

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation**
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 1: MUNICIPAL INFORMATION | | | | |
|---|---|---|---|---|
| **Recipient/Municipality:** | | | **County:** | |
| **Project No.:** | **GIGP No.:** | **Contract ID:** | **Registration No. (NYC only):** | |
| **Minority Business Officer:** | | **Email:** | **Phone #:** | |
| **Address of MBO:** | | | | |
| **Electronic Signature of MBO:**<br>☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | | | **Date:** |

| SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION | | | | |
|---|---|---|---|---|
| **Firm Name:** | | | **Contract Type:** ☐ Construction ☐ Other Services | |
| **Prime Firm is Certified as:** ☐ MBE ☐ WBE ☐ N/A ☐ Other:<br>If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE. | | | | |
| **Address:** | | **Phone #:** | **Fed. Employer ID #:** | |
| **Description of Work:** | | **Email:** | | |
| **Award Date:** | **Start Date:** | **Completion Date:** | **MWBE GOAL Total** | **PROPOSED MWBE Participation** |
| **Total Contract Amount:** $<br>**MWBE Eligible Contract Amount:** $<br>(MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers) | | | **Total:** % $ | **Total:** % $ |

**NYS Environmental Facilities Corporation**
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 3: MWBE SUBCONTRACTOR INFORMATION | | | |
|---|---|---|---|
| **This Submittal is:** | ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #: | | |
| **NYS Certified M/WBE Subcontractor Info** | | **Contract Amount:** | **For EFC Use:** |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| **Select Only One**: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker %___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |

**NYS Environmental Facilities Corporation**
**Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

| SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued | | | |
|---|---|---|---|
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |
| | | | |
| **Business Name:** | **Fed. Employer ID#:** | | |
| **Address:** | **Phone #:** | | |
| **Scope of Work:** | **Email:** | | |
| Select Only One: ☐ MBE ☐ WBE ☐ Other: | **Start Date:** | | |
| **Select Only One:** ☐ Broker % ___ ☐ Supplier ☐ N/A | **Completion Date:** | | |
| **Full Contract Amount: $** | | | |

| SIGNATURE | |
|---|---|
| **Electronic Signature of Contractor:** ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.<br>**Name** (Please Type)**:** | **Date:** |

## Attachment 2 – AIS Contractor's Certification

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH

THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

## Attachment 3 – Lobbying Certification

**New York State Environmental Facilities Corporation**
**CERTIFICATION REGARDING LOBBYING**
**FOR**
**CONTRACTS, GRANTS, LOANS, AND**
**COOPERATIVE AGREEMENTS**
**40 CFR Part 34**

SRF Project No.:
Recipient:
Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:
Name:
Title:
Company Name:
Date:
Contract ID:

**RESOLUTION NO. 252.24**

**CALL FOR PUBLIC HEARING FOR MAP, PLAN & REPORT FOR THE PROPOSED SEWER DISTRICT NO. 2 EXTENSION NO. 17 - HELDERBERG MEADOWS WEST**

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM**
**NOTICE OF HEARING**

**PLEASE TAKE NOTICE:** That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 10th day of July, 2024 for the following purpose:

To accept the Map, Plan and Report for the proposed Sewer District No. 2, Extension No. 17 - Helderberg Meadows West. The Sewer District 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 Rotterdam Planning Commission on July 19, 2022.

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

**DATED**: June 12, 2024
**Daily Gazette:** Please publish once on June 14, 2024
**Town Clerk**
**Post**

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | June 4, 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: | June 12, 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. |
| 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 July 10, 2024. |
| Attachment/Document(s): | Extension Letter Request to Supervisor Collins<br>Sewer District #2, Extension #17 – Condos at Helderberg Meadows Map, Plan and Report prepared by Brett Steenburgh<br>SEQR Negative Declaration and Full EAF |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | N/A |
| LEGISLATION WILL BE PREPARED BY: | Town Attorney |

# Brett L. Steenburgh, P.E., PLLC

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


June 4, 2024

Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

Attn: Supervisor Collins

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

Dear Supervisor Collins,

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

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

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

Sincerely

Brett L. Steenburgh, P.E.
Principal

Attachment

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



**CIVIL ENGINEERING**
**ENVIRONMENTAL ENGINEERING**
**STRUCTURAL ENGINEERING**

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

## For the Proposed
## Condos at Helderberg Meadows

LOCATION

Guilderland Avenue
Town of Rotterdam
Schenectady County
State of New York

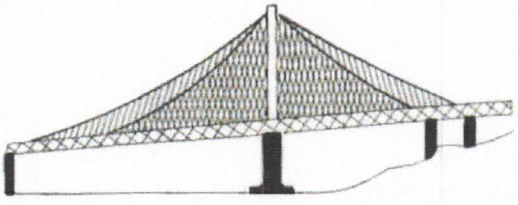
PREPARED FOR

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

Date Prepared

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



**BRETT L. STEENBURGH, P.E. PLLC**
2832 ROSENDALE ROAD
NISKAYUNA, NY 12309
(518) 365-0675
CIVIL ♦ ENVIRONMENTAL ♦ STRUCTURAL ENGINEERING

## I. PROJECT DESCRIPTION

### *A. Project Location*

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

### *B. Parcel Description*

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

Immature trees and brush characterize the site.

The majority of the parcel was included within extension 12 of the Town of Rotterdam Sewer District #2 as part of the Helderberg Meadows PRD. This portion of the development was slated for 58 single family homes and a total flow of 22,330 gpd to be discharged to the District #2 and ultimately the Town of Rotterdam Sewage Treatment Plant. The conveyance and addition of these flows was reviewed and approved by the NYSDEC in 2008. A portion of this proposed development lies outside of the boundary of extension #12. The parcel formerly known as the Gianetti Parcel located along Guilderland Avenue totaling 5.09 Acres was added to the proposed development. It is necessary to include this parcel within the boundary of Sewer District #2 for the development of this parcel as proposed.

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

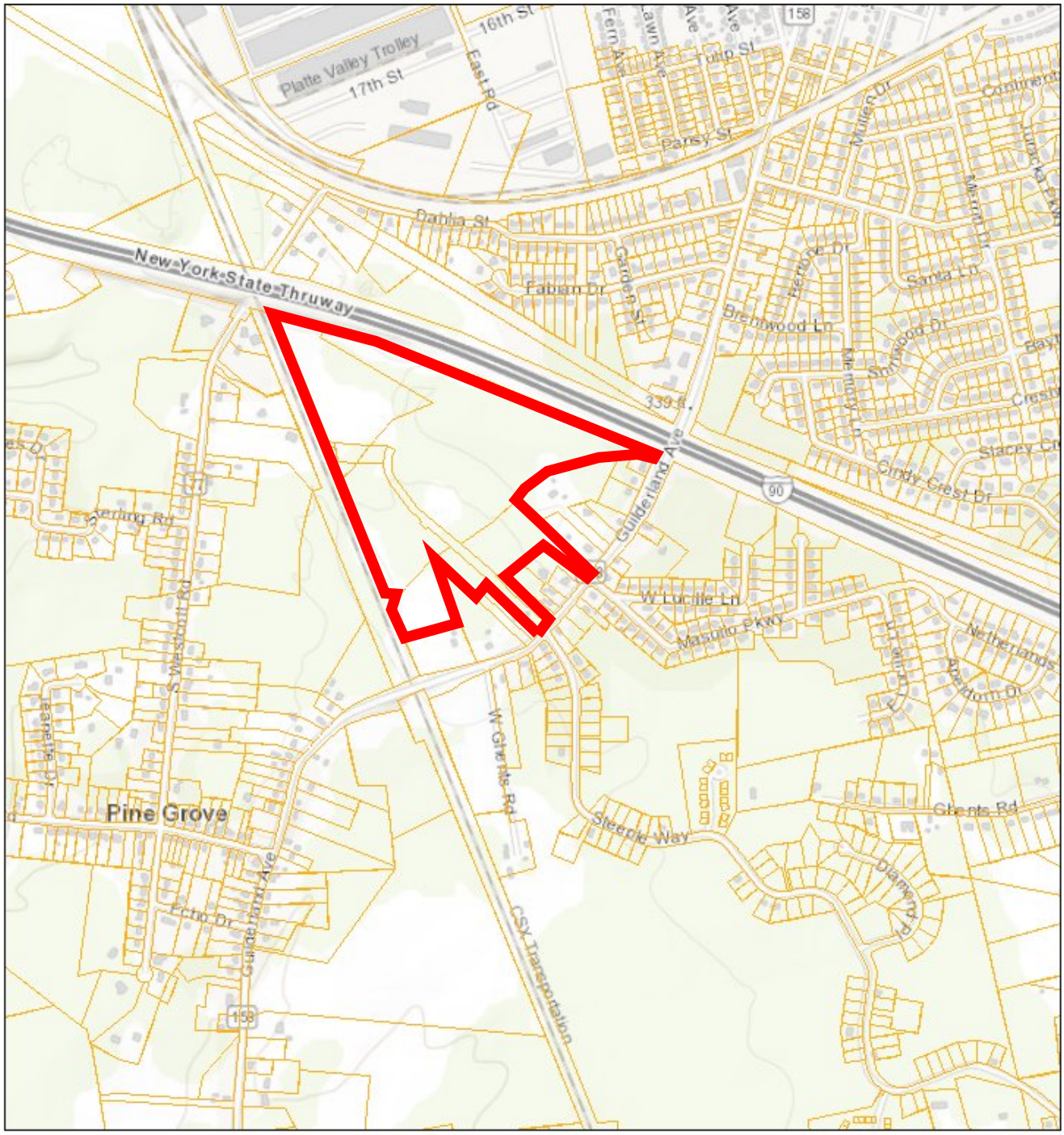
### *C. Proposed Development/Zoning*

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

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

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

# The Condos At Helderberg Meadows




November 18, 2021

Parcels

1:16,852

0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

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

No Author

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

## II. WATER DISTRIBUTION SYSTEM

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

## III. SEWER SYSTEM DESIGN

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

### A. Design Standards

Population:

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

**Total of 310 bedrooms**

Average daily flow:

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

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

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

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

**B. Collection Sewer**

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

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

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

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

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

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

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

### C. Pump Stations

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

### D. Waste Water Treatment

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

## IV. DISTRICT EXTENSION

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

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

## V. FINANCING

Attached as Appendix A, is the cost estimate of the proposed sanitary sewer collection system for The Condos at Helderberg Meadows. The cost will be borne entirely by the developer**.** A portion of this system will be constructed in the former Extension 12 of District 2 and a portion with be constructed within this extension. Since all of the infrastructure cost will be borne by the developer, the cost per user will be only the Operation and Maintenance fees. These fees for 2024 were $385.08 which will be the only cost to the user.

# APPENDIX A.

Construction Cost Estimate

# Sanitary sewer & appurtenances

## Structures:

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

## Sanitary Pipe:

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

# APPENDIX B.

Sewer Plan and District Extension Plan

## LEGEND

- PROPERTY LINE
- PROPOSED STORM SEWER W/ CATCH BASIN
- SAN SAN PROPOSED SANITARY SEWER W/ MANHOLE
- W W W PROPOSED WATER MAIN

## GENERAL NOTES

1. UNDERGROUND UTILITIES SHOWN ON THIS PLAN HAVE BEEN BASED UPON THE MAP REFERENCE AND A FIELD REIMEW AND SHOULD BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO DEPICT GENERAL UTILITY CONNECTIONS RATHER THAN EXACT UNDERGROUND LOCATIONS. BRETT L. STEENBURGH PE PLLC MAKE NO CERTIFICATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITY LOCATIONS AND OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS MAP.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, GRADES, ELEVATIONS, AND MATERIALS GIVEN ON THE PLANS.
3. EXCESS BUILDING MATERIAL AND CLEARING DEBRIS SHALL BE DISPOSED OF OFF SITE.
4. IT SHALL BE THE CONTRACTOR RESPONISBILITY TO REPLACE OR REPAIR AT HIS/ HER COST ANY DAMAGE TO EXISTING ON SITE UTILITIES.
5. IT IS THE INTENT OF THESE PLANS TO BE IN STRICT CONFORMANCE WITH ALL TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY, STATE OF NEW YORK, AND APPLICABLE FEDERAL RULES REGULATIONS, AND LAWS. IF CONFLICTS ARE NOTED BETWEEN THE ABOVE, AND THESE PLANS, IT SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER AND THE TOWN ENGINEER.
6. CONFLICTS SHOWN ON PLANS OR BETWEEN THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER, OWNER REPRESENTATIVE AND/OR ENGINEER.

## GRADING & DRAINAGE NOTES

1. ALL STRUCTURES SHALL HAVE GUTTERS CONSTRUCTED ON THEM. THE GUTTERS SHALL DISCHARGE EITHER DIRECTLY TO THE STORM SEWER OR IN SUCH A WAY TO PROVIDE POSITIVE DRAINAGE TO THE STORM SEWERS.
2. ALL DRIVEWAYS SHALL BE GRADED TO DIRECT RUNOFF DIRECTLY TO THE ROADS AND STORM SEWER.
3. UNDER NO CIRCUMSTANCES SHALL ANY RUNOFF FROM A CONSTRUCTED IMPERVIOUS SURFACE BE DISCHARGED DIRECTLY TO THE ON SITE WETLANDS.
4. THE MAXIMUM SLOPE SHALL BE A 3 HORIZONTAL TO 1 VERTICAL.
5. A POSITIVE SLOPE SHALL BE MAINTAINED AWAY FROM ALL STRUCTURES.

NOTE: 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY, CONTACT ALL UNDERGROUND UTILITIES. 1-800-962-7962

| NO. | DATE | BY: |
|---|---|---|
| 1 | 6/5/20 | BLS |
| 2 | 9/9/21 | REVISED AS PER TDE COMMENTS |
| 3 | 1/19/21 | REVISED AS PER TDE COMMENTS |
| 4 | 1/25/22 | REVISED AS PER TDE COMMENTS |

BRETT L. STEENBURGH, P.E.
N.Y.S. LIC. NO. 095498

**APPLICANT:**
HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 489-9424

**BRETT L. STEENBURGH, P.E. PLLC**
2852 ROSENDALE ROAD
NISKAYUNA, NEW YORK 12309
(518) 385-0675
bsteenburgh@nycap.rr.com
CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING

# UTILITY PLAN

HELDERBERG MEADOWS LLC
HELDERBERG MEADOWS
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY, STATE OF NEW YORK

| DRAWN BY: | CHECKED BY: | SCALE: 1" = 50' |
|---|---|---|
| BLS | BLS | |
| CADD FILE: | JOB NO. | SHEET C-3 |
| DATE: APRIL 16, 2020 | | |




# SEWER DISTRICT EXTENSION

HELDERBERG MEADOWS LLC
THE CONDOS AT HELDERBERG MEADOWS
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY STATE OF NEW YORK

| | | |
|---|---|---|
| DRAWN BY: BLS | CHECKED BY: BLS | SCALE: 1" = 50' |
| CADD FILE: | JOB NO. | |
| DATE: NOVEMBER 17, 2021 | | SHEET 1 OF 1 |


BRETT L. STEENBURGH, P.E. PLLC
2832 ROSENDALE ROAD
NISKAYUNA, NY 12309
(518) 365-0675
bsteenbu@nycap.rr.com
CIVIL ENVIRONMENTAL STRUCTURAL ENGINEERING


**APPLICANT:**

HELDERBERG MEADOWS LLC
1 WINNERS CIRCLE, SUITE 140
ALBANY, NY 12205
(518) 489-9424

BRETT L. STEENBURGH, P.E.
N.Y.S. LIC. NO. 075458

| NO. | DATE: | REVISIONS | BY: |
|---|---|---|---|
| 2 | 9/9/21 | REVISED AS PER TOE COMMENTS | |
| 1 | 1/25/21 | REVISED AS PER TOE COMMENTS | |

NOTE: 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL CONTACT THE U.F.P.O. TO LOCATE ALL UNDERGROUND UTILITIES. 1-800-962-7962

317

June 12, 2024

**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 34º26'50" W 398.42 feet to a point; and
2. S 67º10'10" 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 67º10'10" 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 33º13'30" W 408.75 feet to a point;
2. N 75º18'00" E 227.34 feet to a point; and
3. N 65º34'30" 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 32º47'00" 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 57º11'10" W 79.15 feet, along said westerly highway boundary line, to the point of beginning.

Containing 5.09 Acres of land, more or less.

# APPENDIX C.

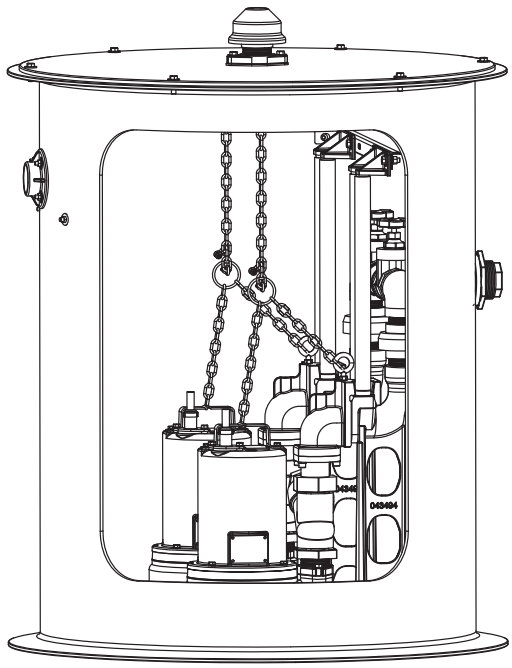
Pump Station Design

# Specifications:

inches (mm)

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

SWPA MEMBER



## Duplex Fiberglass Lift Station:

### Rail Pipe

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

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

## *Pre-Packaged Fiberglass Systems*

I&O Manual

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

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

**3. Level Control**
- ☐ Individual Suspended Floats

**4. Cover Type**

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

**5. Sensor Options**

**Sensor Restrictions:**

a.) PGPP & PGPH **CANNOT** Use Moisture Sensors.
- ☐ Temperature Only
- ☐ Moisture and Temperature

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

**7. Lifting Device**
- ☐ Stainless Steel Chain

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

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

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

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

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

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

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

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

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

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

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

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

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

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

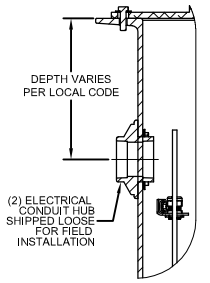
Fiberglass cover shall be grass green color. Steel cover shall be black in color. Aluminum cover shall be natural silver color.

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

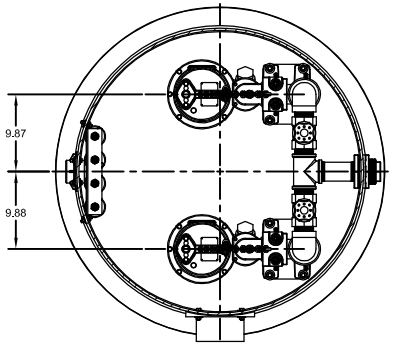
**PUMP REMOVAL SYSTEM:** Each basin shall be equipped with a 300 series stainless steel pipe guide rail assembly to facilitate removal of the pump(s) from ground level. A stainless steel lifting chain with harness shall be supplied for pump removal. Pump removal system must not require the loosening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

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

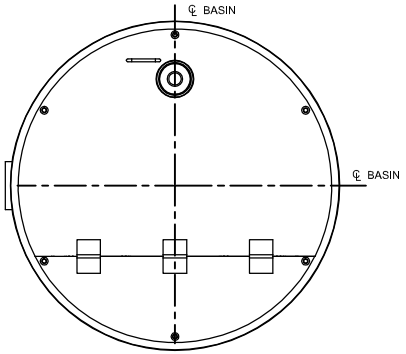
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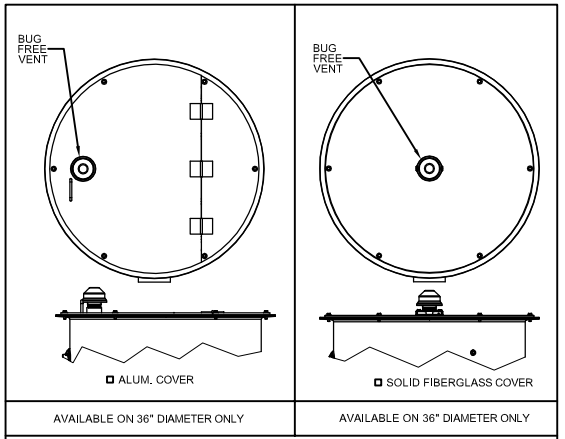


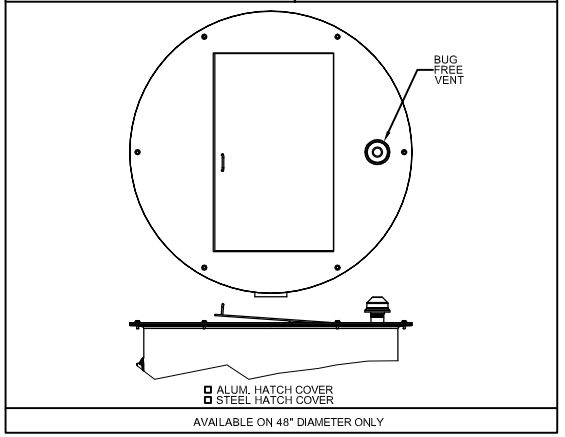

DETAIL A
SCALE 1 : 4



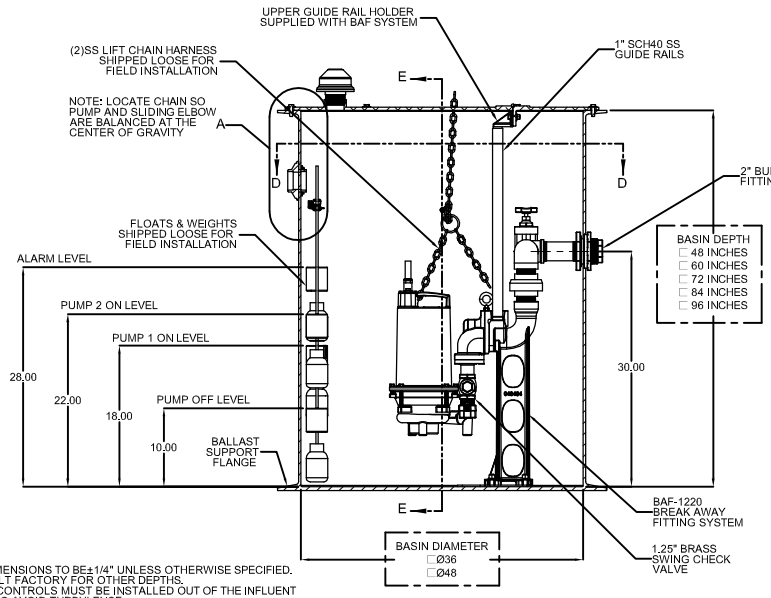

SECTION D-D

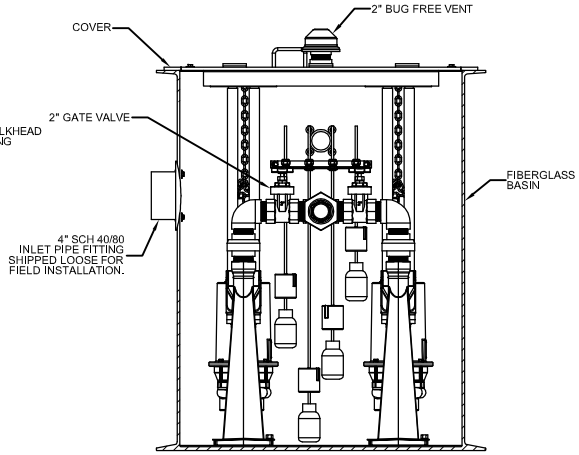



BASIN COVER OPTIONS




SECTION E-E

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

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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-1220

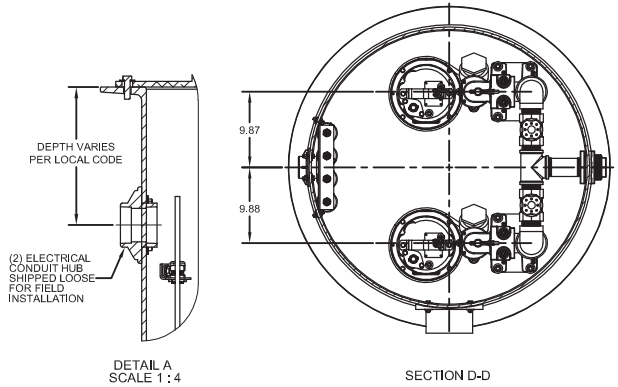
CAGE NO: 96046

DWG NO: CD137092

REV: B

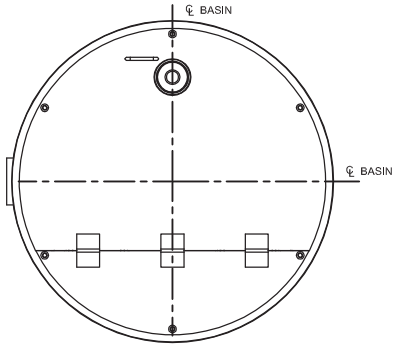
CRANE PUMPS & SYSTEMS

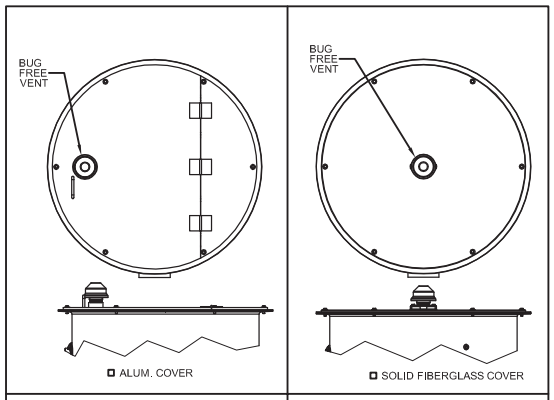
BURKS PUMPS · BARNES · SELLERS
PROSSER/ENPO · WEINMAN · DEMING




DETAIL A
SCALE 1 : 4

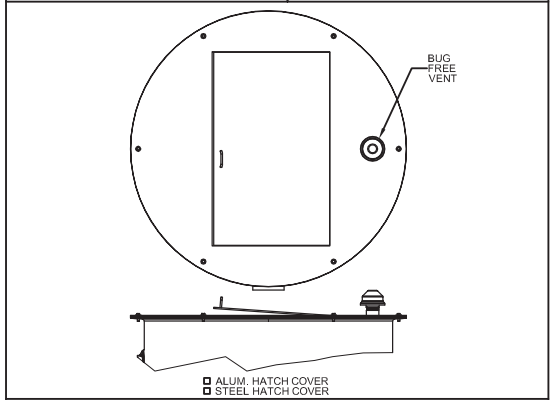
SECTION D-D



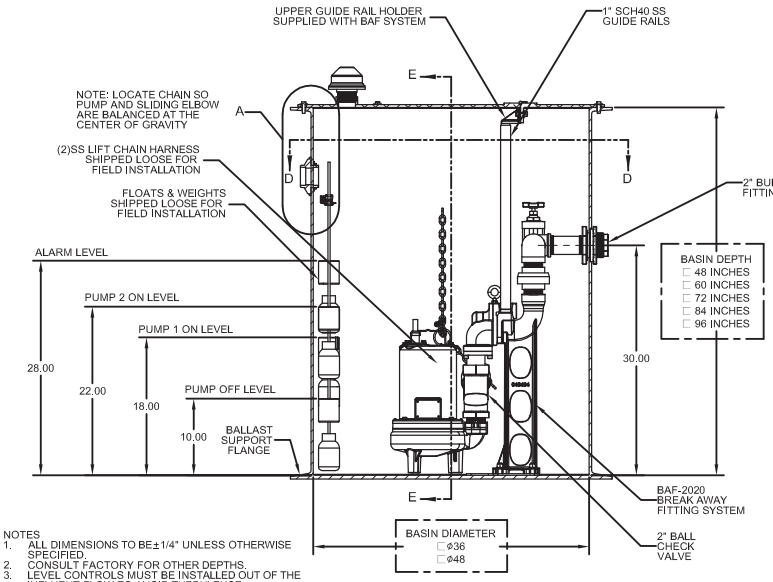

AVAILABLE ON 36" DIAMETER ONLY

AVAILABLE ON 36" DIAMETER ONLY

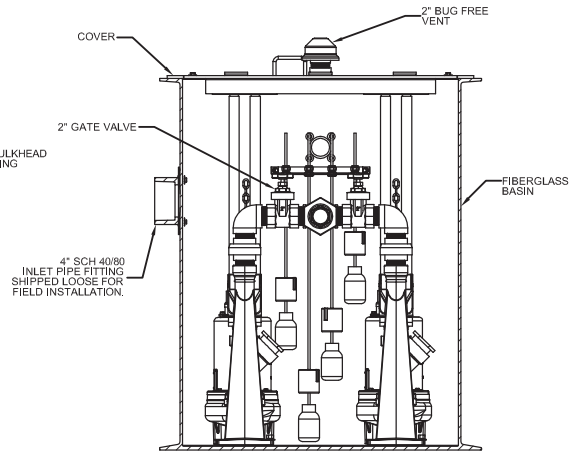



AVAILABLE ON 48" DIAMETER ONLY

BASIN COVER OPTIONS




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




SECTION E-E

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SHEET 1 OF 1

TITLE: DUPLEX, PACKAGE, BAF-2020

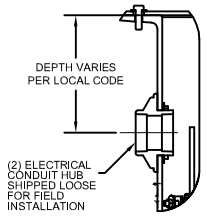
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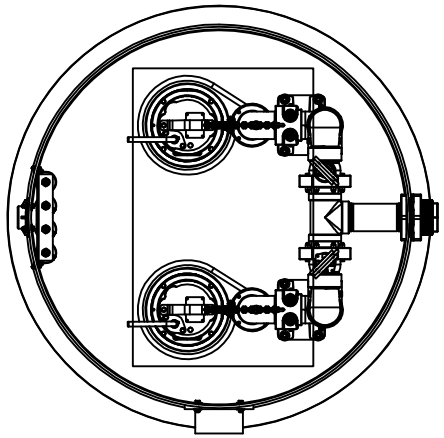
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CRANE PUMPS & SYSTEMS

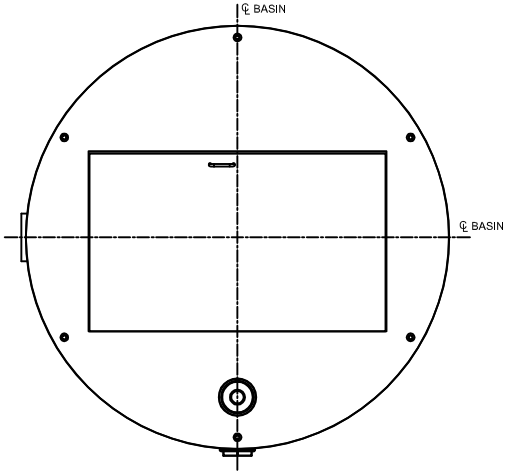
BURKS PUMPS · BARNES · SELLERS
PROSSER/ENPO · WEINMAN · DEMING

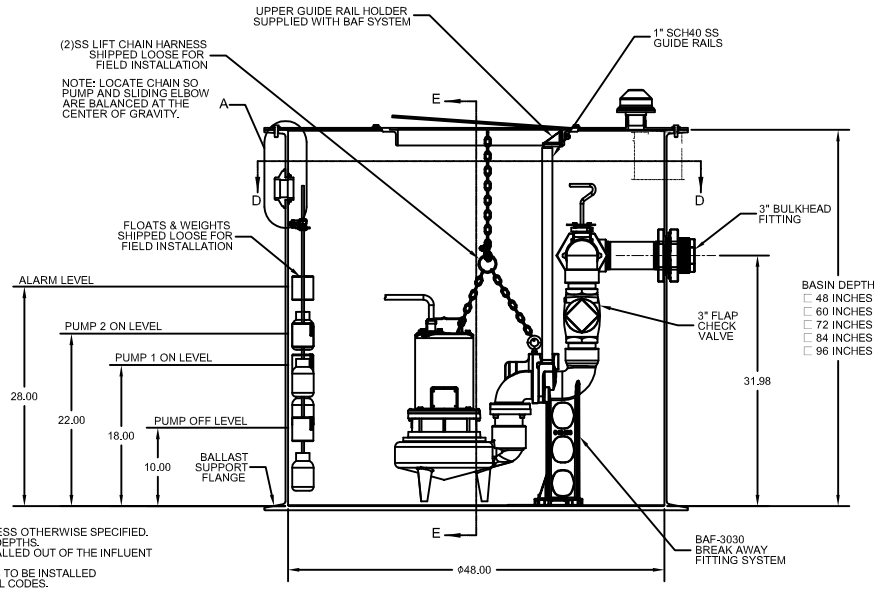


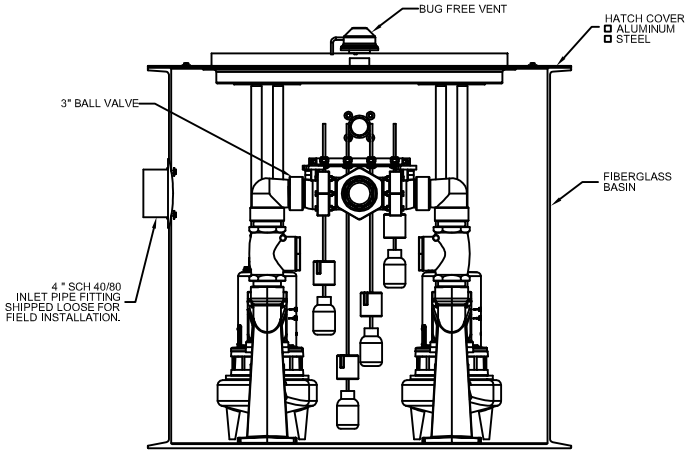

DETAIL A
SCALE 1 : 4



SECTION D-D




SECTION E-E

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

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

CAGE NO: 96046

DWG NO: CD137094

REV: B

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I&O Manual

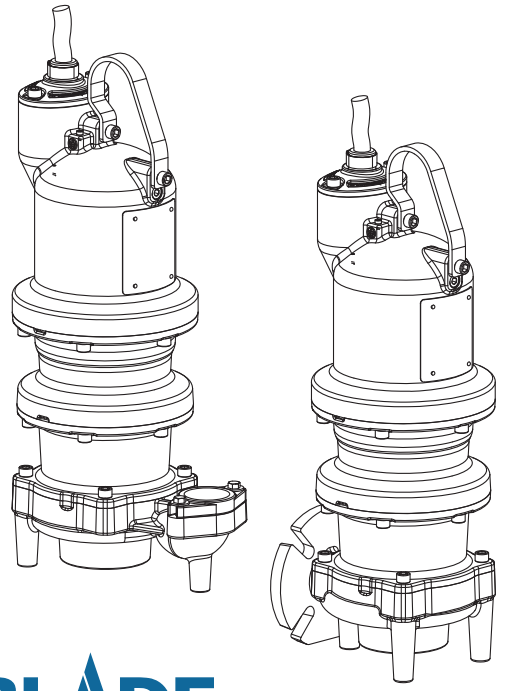
*Submersible Grinder Pumps*

# Specifications:

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

C SP US
LR16567

SWPA MEMBER



BLADE

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

Sample Specification

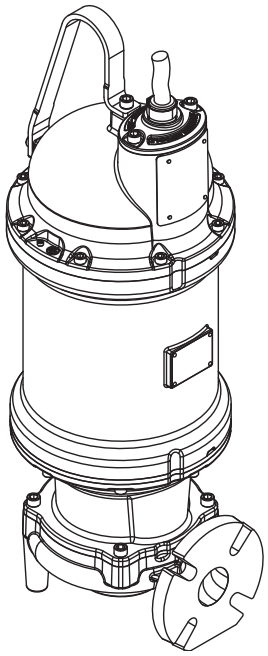
## DESCRIPTION:

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

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

## *Submersible Grinder Pumps*

I&O Manual



BLADE

**Series: NGV**
**15HP,**
**3450RPM, 60Hz**

Sample Specification

## DESCRIPTION:

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

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

# Specifications:

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

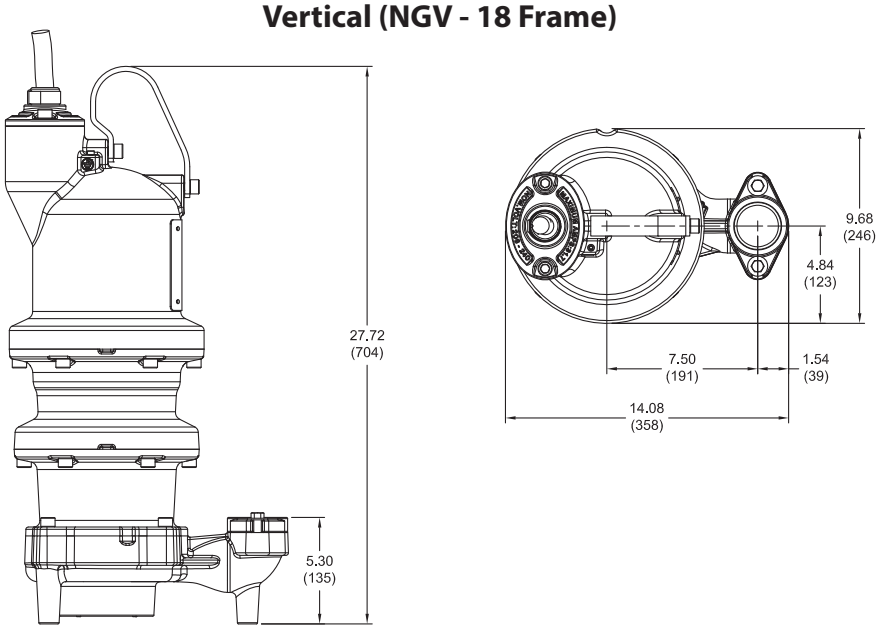
C SA US
LR16567

SWPA MEMBER

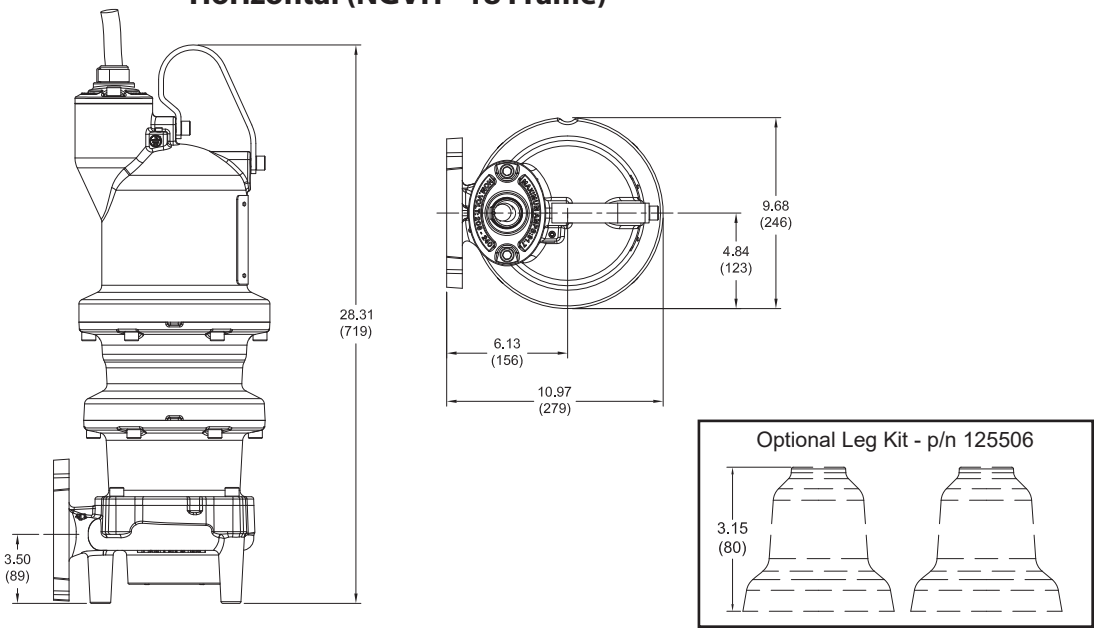
## *Submersible Grinder Pumps*

### Vertical (NGV - 18 Frame)

inches (mm)




### Horizontal (NGVH - 18 Frame)



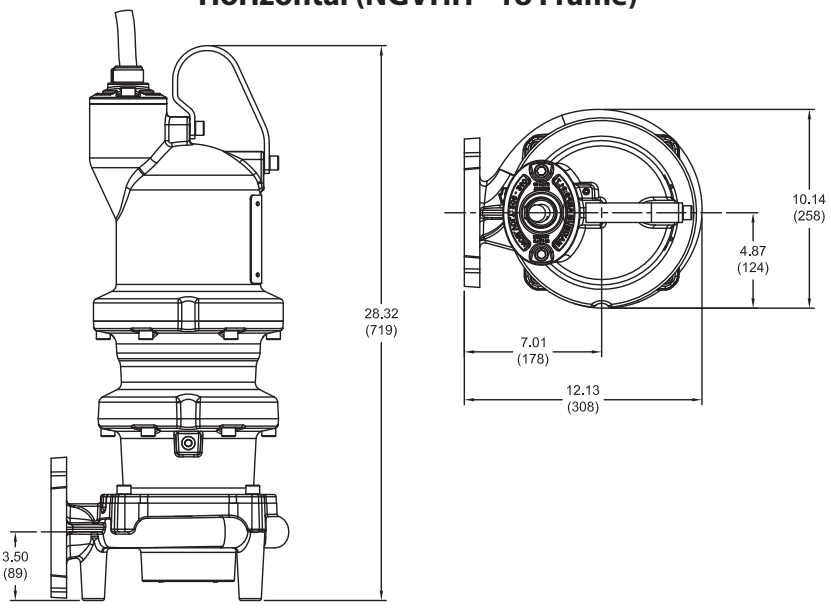

**IMPORTANT !**

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

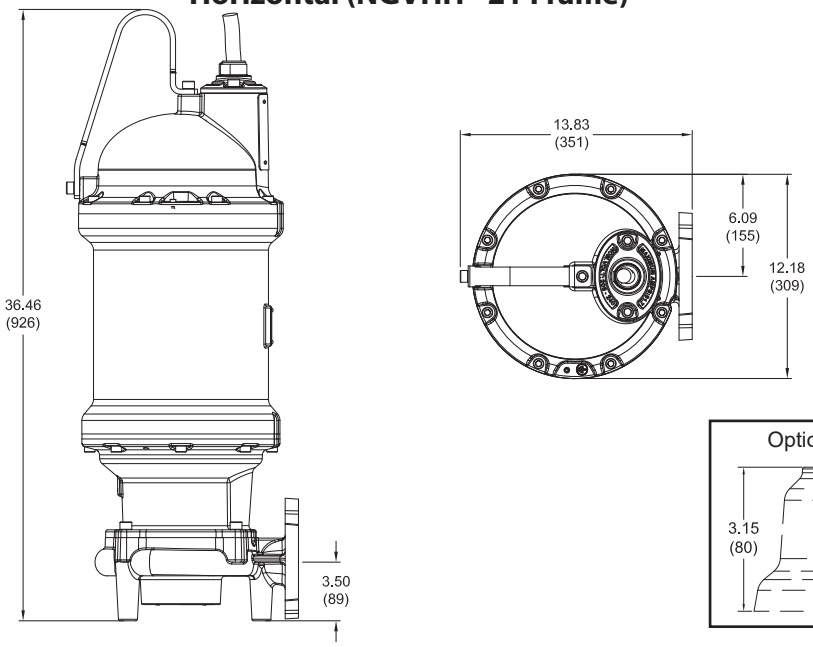
## *Submersible Grinder Pumps*

### Horizontal (NGVHH - 18 Frame)

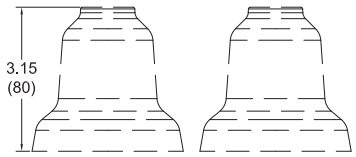
inches
(mm)




### Horizontal (NGVHH - 21 Frame)




Optional Leg Kit - p/n 125506




**IMPORTANT !**

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

## *Submersible Grinder Pumps*

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

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

## *Submersible Grinder Pumps*

**BLADE NGVH Pump - Horizontal**

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

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

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

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

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

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

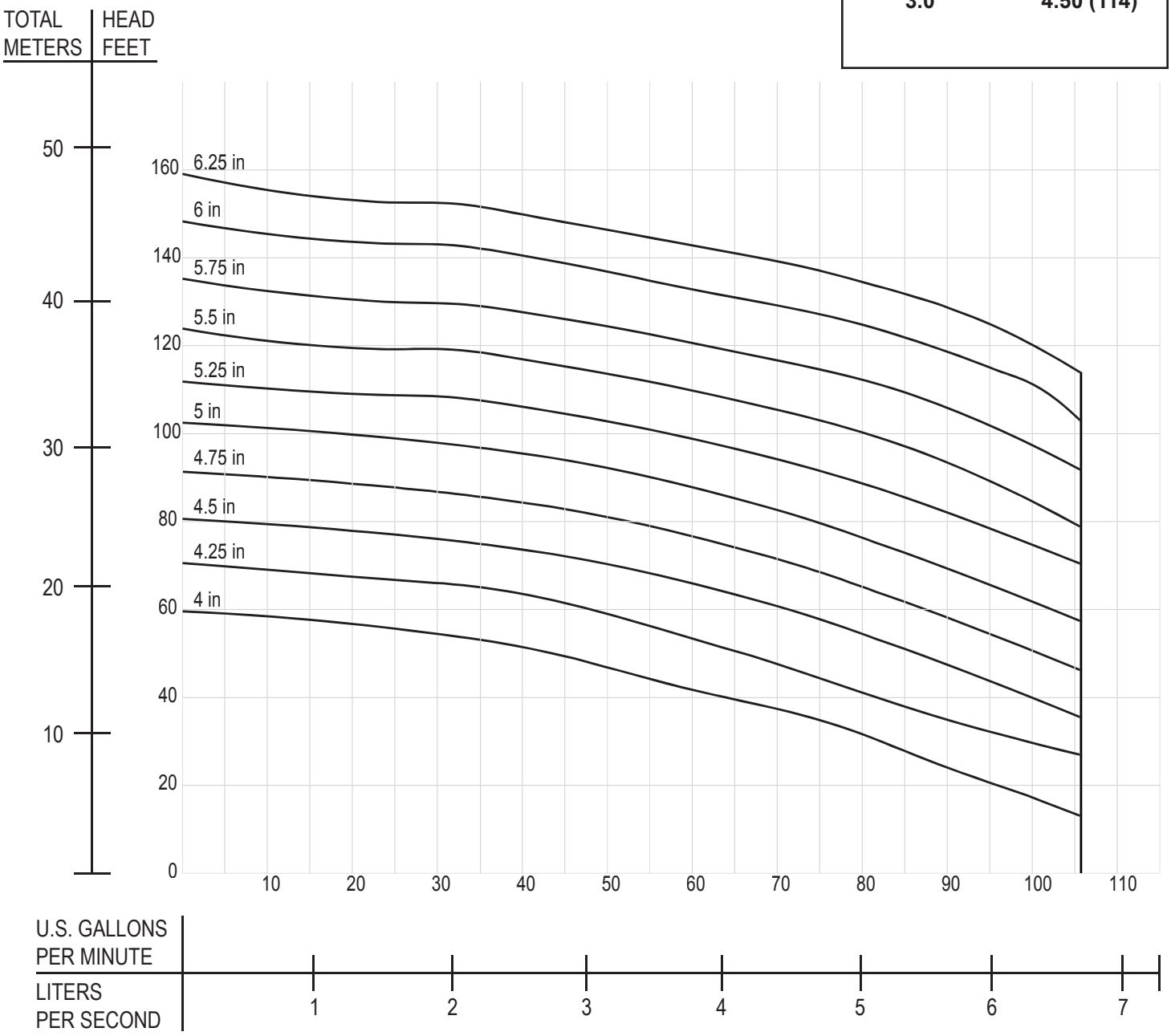
# BLADE Series NGV / NGVH

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

BARNES®
www.cranepumps.com

***Submersible Grinder Pumps***

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




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

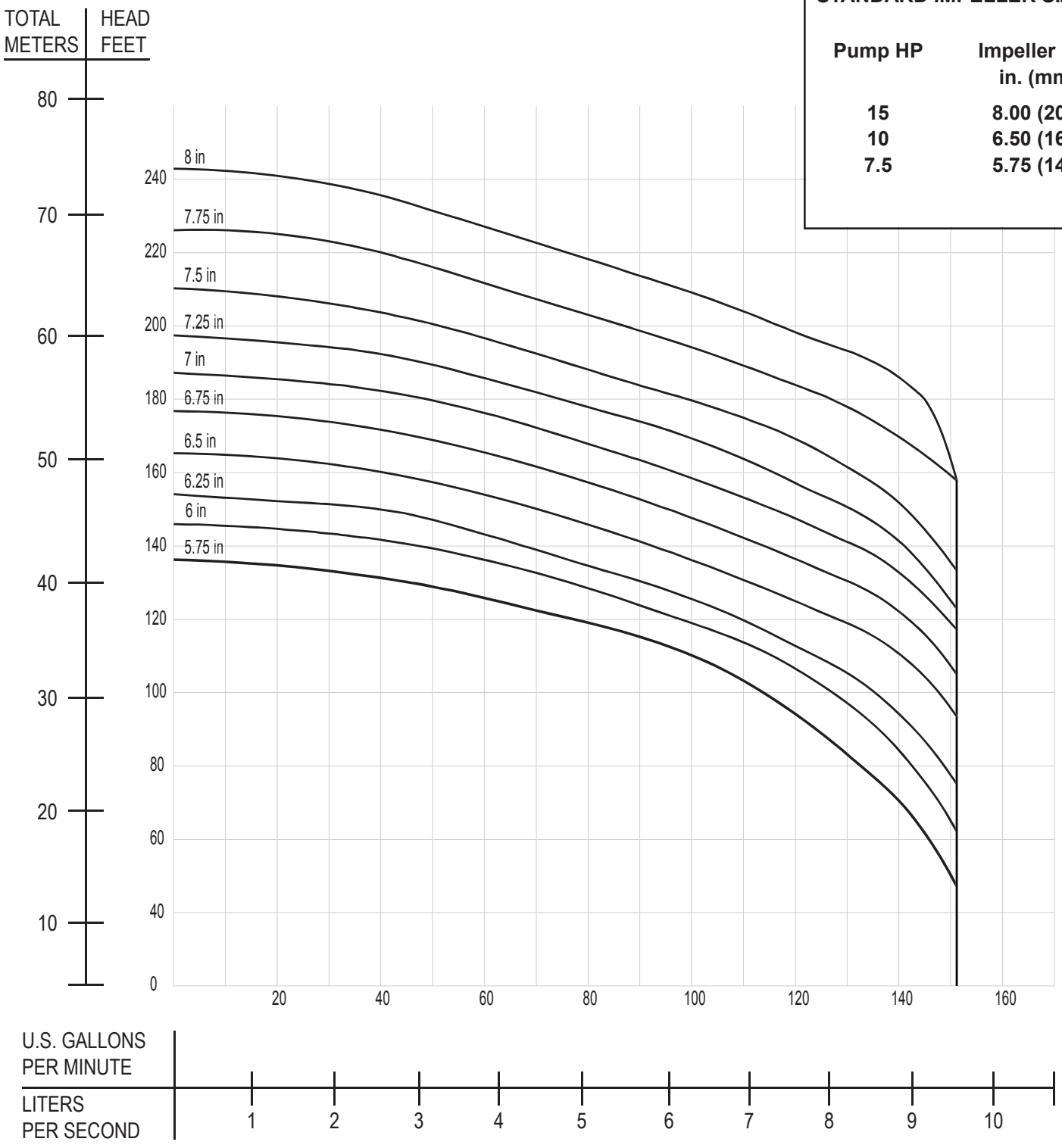
# BLADE Series NGVHH

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

***Submersible Grinder Pumps***

**STANDARD IMPELLER SIZES**

| Pump HP | Impeller Dia. in. (mm) |
|---|---|
| 15 | 8.00 (203) |
| 10 | 6.50 (165) |
| 7.5 | 5.75 (146) |




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

# APPENDIX D.

Water Meter Analysis

Nathaniel Crossing Water Usage

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

**The Condos at Helderberg estimated demand**

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

**Original Demand for Single Family Homes in approved district**

| | | | | |
|---|---|---|---|---|
| **58** | **3.5** | **203** | **110** | **22330** |

Attention Mark

File Edit Commands List Help

SECTOR

## Customer/Location Consumption History Inquiry

Customer ID: 36353 PIGLIAVENTO BUILDERS

Location ID: 30364 43 KENDALL DR

Cycle/route: 02 53

Initiation date : 11/15/13

Termination date: 0/00/00

Customer status: Active

Amount due: .00

Pending: .00

Customer/location status: A

OK

Exit

Cancel

Print history

Meter inventory

Meter service i...

Pending / histo...

Budget trans...

Change view

Graph history

Customer/loc...

Reading activity

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| WA | REG | 6/01/17 | 34300.00 | .00 | 95 | 72300136 | |
| WA | REG | 4/28/17 | 20100.00 | .00 | 87 | 72300136 | |
| WA | REG | 1/31/17 | 21200.00 | .00 | 90 | 72300136 | |
| WA | REG | 11/02/16 | 19900.00 | .00 | 65 | 72300136 | |
| WA | REG | 8/29/16 | 43000.00 | .00 | 117 | 72300136 | |
| WA | REG | 5/04/16 | 22400.00 | .00 | 93 | 72300136 | |
| WA | REG | 2/01/16 | 18300.00 | .00 | 94 | 72300136 | |
| WA | REG | 10/30/15 | 48000.00 | .00 | 87 | 72300136 | |
| WA | REG | 8/04/15 | 37100.00 | .00 | 89 | 72300136 | |
| WA | REG | 5/07/15 | 7400.00 | .00 | 92 | 72300136 | |
| WA | REG | 2/04/15 | 7200.00 | .00 | 96 | 72300136 | |
| WA | REG | 10/31/14 | 6100.00 | .00 | 52 | 72300136 | |

Meter # 72300136

6 inch meter

Hot box

# APPENDIX E.

Photos – Capacity Analysis




Manhole 314 A – Inlet out surcharging




Manhole 312 - Adequate Capacity




Manhole 312 A – Adequate Capacity



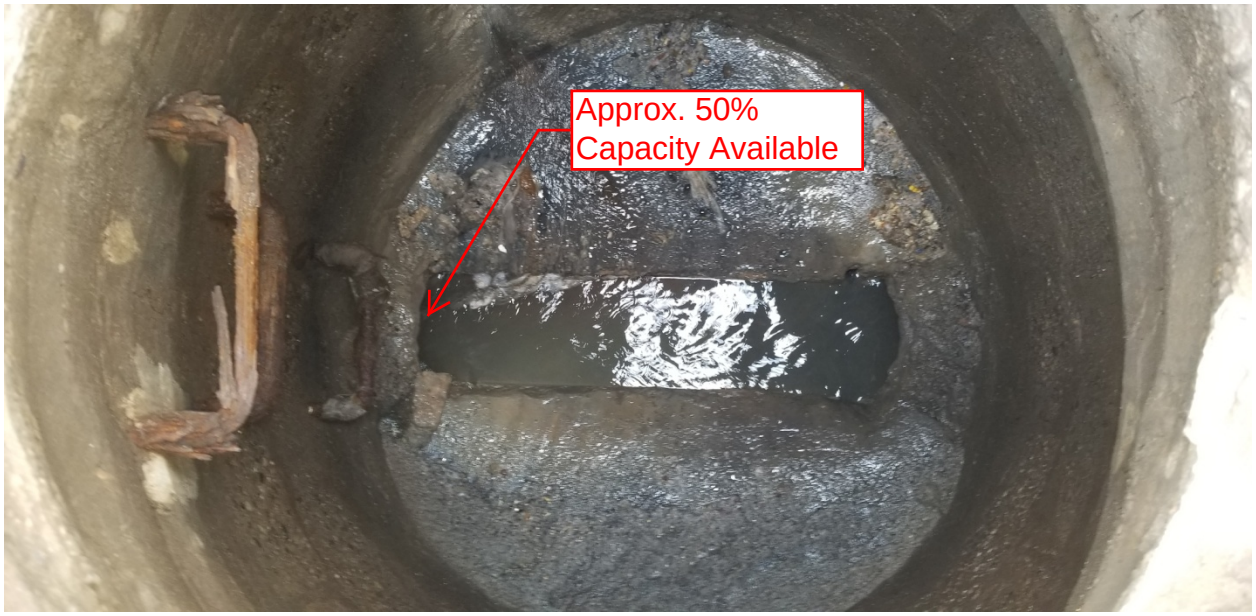

Manhole 314 – Adequate Capacity pipe sizes increase to 12”



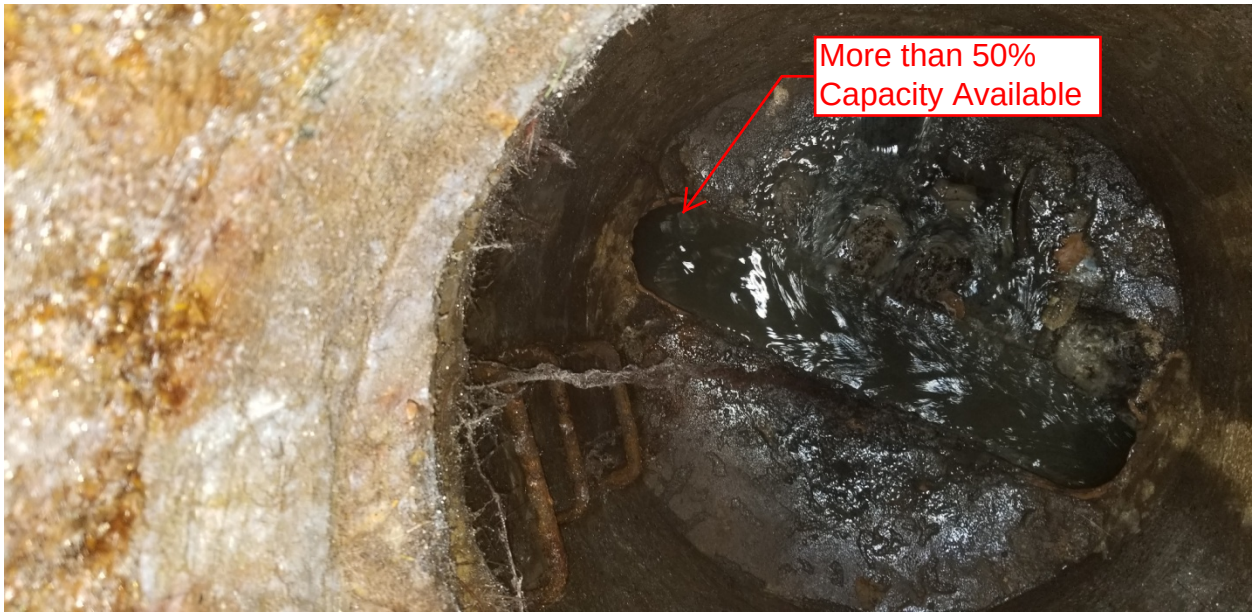

Manhole 341 – Adequate Capacity



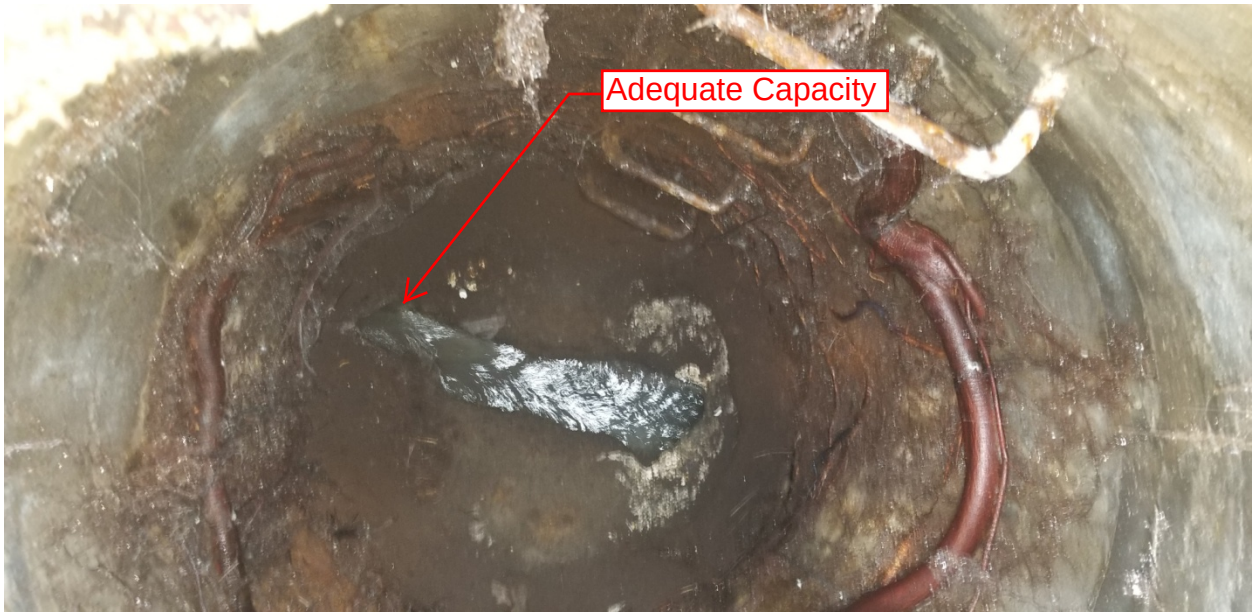

Manhole 321 – Adequate Capacity



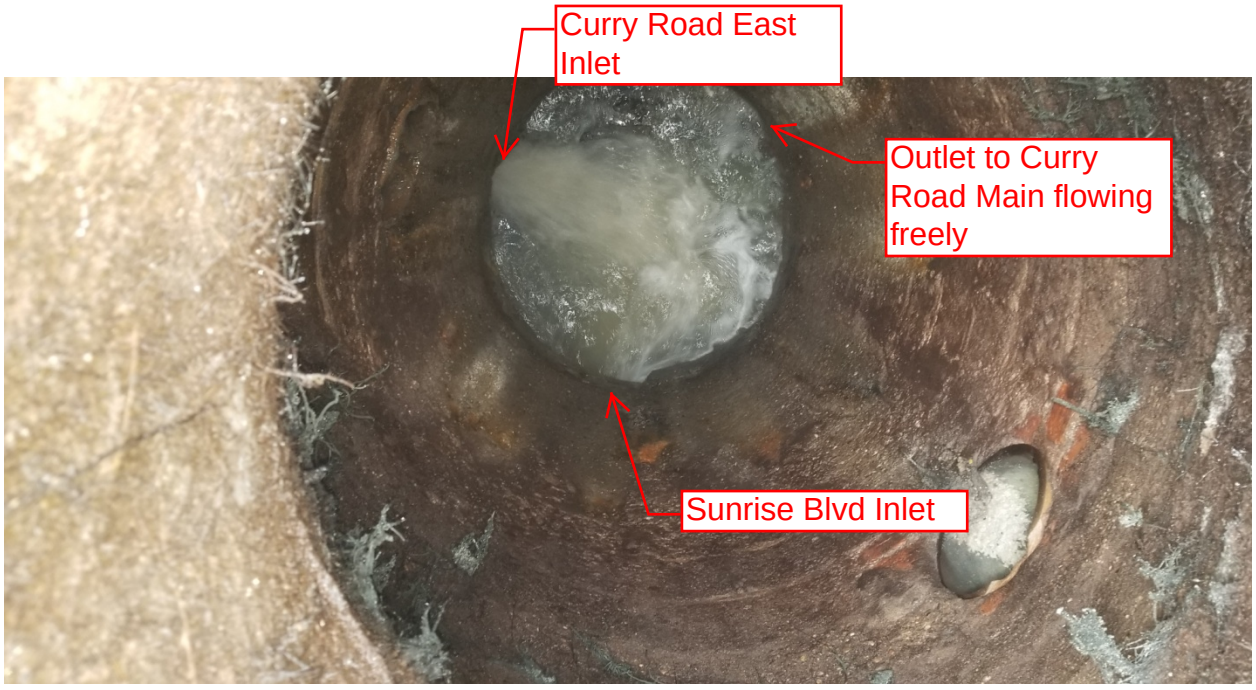

Manhole 321 A – Adequate Capacity




Manhole 322 – Adequate Capacity




Manhole 54 B – Adequate Capacity




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

# APPENDIX F

Legal Description

**Stephen P. Walrath, L.S.**

**Land Surveying & Land Use Planning**
**Environmental Mapping**

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

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

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

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

1. N 34º26'50" W 398.42 feet to a point; and
2. S 67º10'10" 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 67º10'10" 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 33º13'30" W 408.75 feet to a point;
2. N 75º18'00" E 227.34 feet to a point; and
3. N 65º34'30" 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 32º47'00" 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 57º11'10" W 79.15 feet, along said westerly highway boundary line, to the point of beginning.

Containing 5.09 Acres of land, more or less.

**RESOLUTION NO. 251.19**

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

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

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

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

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

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

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

**DATED:** August 14, 2019

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

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

Date: August 14, 2019

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

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

| | | |
|---|---|---|
| **SEQRA Status:** | Type I | ( ) |
| | Type II | ( ) |
| | Unlisted | (X) |
| **Conditioned Negative Declaration:** | Yes | ( ) |
| | No | (X) |

**Owners:**

Joseph Giannetti
21611 North48th Place
Phoenix, AZ 85024

Development at Helderberg Meadows. LLC
c/o Donald Zee
1 Winners Circle Suite 140
Albany, NY 12205

**Property Location:** Amendment to Phase #5 of the Helderberg Meadows Planned Residential District (PRD) located at 3379 Guilderland Avenue which is the portion of the PRD located on the northwest side of Guilderland Avenue.

**Tax Map Number(s):** #58.19-1-10 (Giannetti), #58.15-6-3.112, #58-14-1-3.21, 58.19-1-17, 58.19-1-4.11

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

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

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

***Property Location and Description***

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

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

***Proposed Lots/Zoning***

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

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

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

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

***Proposed Development***

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

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

***Sanitary Sewer***

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

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

***Water***

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

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

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

***Storm Sewer***

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

***Wetlands and Floodplain***

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

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

***Traffic***

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

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

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

***Schools***

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

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

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

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

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

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

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

**Steven A. Tommasone**
**Town Supervisor**

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

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TOWN OF ROTTERDAM
PUBLIC WORKS

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

### A. Project and Sponsor Information.

| | | |
|---|---|---|
| Name of Action or Project:<br>Helderberg Meadows PRD Ammendment | | |
| Project Location (describe, and attach a general location map):<br>Guilderland Avenue & Steeple Way in the Town of Rotterdam | | |
| Brief Description of Proposed Action (include purpose or need):<br>Modify the PRD on the Northwest side of Guilderland Avenue from the approved 58 single family residences with town owned roads to a cluster development of 124 Condominium Units on a private road. The modification will also include the addition of a new 5.52 Ac. parcel currently zoned B-1 Retail Business into the PRD. Due to the cluster style of the proposal the modification will significantly reduce the total land disturbance, wetland impacts and flood plain impacts. It will also reduce the infrastructure and maintenance responsibilities for the Town of Rotterdam as the road will not be town road. | | |
| Name of Applicant/Sponsor:<br>Helderberg Meadows LLC | Telephone: (518) 489-9427<br>E-Mail: donaldzeepc@msn.com | |
| Address: 1 Winners Circle | | |
| City/PO: Albany | State: NY | Zip Code: 12205 |
| Project Contact (if not same as sponsor; give name and title/role):<br>Brett L. Steenburgh PE | Telephone: (518) 365-0675<br>E-Mail: bsteenburghpe@gmail.com | |
| Address:<br>2832 Rosendale Road | | |
| City/PO:<br>Niskayuna | State:<br>NY | Zip Code:<br>12309 |
| Property Owner (if not same as sponsor): | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |

**B. Government Approvals**

| **B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.) | | |
|---|---|---|
| **Government Entity** | **If Yes: Identify Agency and Approval(s) Required** | **Application Date (Actual or projected)** |
| a. City Council, Town Board, ☑Yes ☐No or Village Board of Trustees | PRD Amendment | 9/13/18 |
| b. City, Town or Village ☑Yes ☐No Planning Board or Commission | Site Plan for PRD Amendment | 9/13/18 |
| c. City Council, Town or ☐Yes ☑No Village Zoning Board of Appeals | | |
| d. Other local agencies ☐Yes ☑No | | |
| e. County agencies ☑Yes ☐No | SCDOH modification of water distribution sys. | Pending |
| f. Regional agencies ☐Yes ☑No | | |
| g. State agencies ☑Yes ☐No | NYSDEC modification of Open Space Agreement, NYSDOT Curb Cut Permit | Pending |
| h. Federal agencies ☐Yes ☑No | | |

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

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

**C. Planning and Zoning**

**C.1. Planning and zoning actions.**

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

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

**C.2. Adopted land use plans.**

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

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

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

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
PRD and B-1 General Business

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
*i.* What is the proposed new zoning for the site? Add the 5.25 Acre B-1 Parcel to the existing PRD District

**C.4. Existing community services.**

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

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

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

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

**D. Project Details**

**D.1. Proposed and Potential Development**

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

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

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
*i.* If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: 124 units in lieu of 58 s.f.

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
*i.* Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

*ii.* Is a cluster/conservation layout proposed? ☑ Yes ☐ No
*iii.* Number of lots proposed? 1
*iv.* Minimum and maximum proposed lot sizes? Minimum N/A Maximum N/A

e. Will proposed action be constructed in multiple phases? ☑ Yes ☐ No
*i.* If No, anticipated period of construction: _____ months
*ii.* If Yes:
- Total number of phases anticipated 4
- Anticipated commencement date of phase 1 (including demolition) 04 month 2019 year
- Anticipated completion date of final phase 10 month 2024 year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

If Yes, show numbers of units proposed.

| | One Family | Two Family | Three Family | Multiple Family (four or more) |
|---|---|---|---|---|
| Initial Phase | | | | 24 |
| At completion of all phases | | | | 124 |

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

If Yes,

*i.* Total number of structures _____

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

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

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

If Yes,

*i.* Purpose of the impoundment: _____

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

_____

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

_____

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

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

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

_____

**D.2. Project Operations**

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

If Yes:

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

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

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

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

_____

_____

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

If yes, describe. _____

_____

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

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

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

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

*ix.* Summarize site reclamation goals and plan: _____

_____

_____

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

If Yes:

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

_____

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

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

If Yes, describe:

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

If Yes:

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

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

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

If Yes:

*i.* Total anticipated water usage/demand per day: 19530 gallons/day

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

If Yes:

- Name of district or service area: Town of Rotterdam District 1
- Does the existing public water supply have capacity to serve the proposal? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No
- Do existing lines serve the project site? ☑Yes☐No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: New Water mains to service the proposed buildings
- Source(s) of supply for the district: Town of Rotterdam

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

If, Yes:

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

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

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

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

If Yes:

*i.* Total anticipated liquid waste generation per day: 19530 gallons/day

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

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

If Yes:

- Name of wastewater treatment plant to be used: Town of Rotterdam Treatment Plan (22,330 Gallons reserved capicty for Single Family.)
- Name of district: Town of Rotterdam
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☑Yes☐No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: New gravity sewer mains to a pump station and ultimately to the existing force main on site

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

If Yes:

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

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

_____

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

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

If Yes:

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

_____ Square feet or 8.5 acres (impervious surface)

_____ Square feet or 67 acres (parcel size)

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

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

On site wetland areas

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

*ii.* For commercial activities only, projected number of semi-trailer truck trips/day: _____

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

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

*v.* If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
Peak traffic will be 61 vehicles. The previous development was approved with 58 trips in the peak hour.

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

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

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

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

If Yes:

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

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

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

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

*i.* During Construction:
- Monday - Friday: 7am - 8pm
- Saturday: 7am - 8pm
- Sunday: 7am - 8pm
- Holidays: 7am - 8pm

*ii.* During Operations:
- Monday - Friday: N/A
- Saturday: N/A
- Sunday: N/A
- Holidays: N/A

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

If yes:

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

Construction equipment during construction only

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

Describe: _____

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

If yes:

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

Residential post lamps 8' hight max.

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

Describe: _____

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

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

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

If Yes:

*i.* Product(s) to be stored _____

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

*iii.* Generally describe proposed storage facilities: _____

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

If Yes:

*i.* Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

*ii.* Anticipated rate of disposal/processing:

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

*iii.* If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

## E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

*ii.* If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

| Land use or Covertype | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|---|---|---|---|
| • Roads, buildings, and other paved or impervious surfaces | .25 | 8.5 | +8.25 |
| • Forested | 67 | 55 | -12 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 0 | 0 | 0 |
| • Agricultural (includes active orchards, field, greenhouse etc.) | 0 | 0 | 0 |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | 0.2 | 0.2 | 0 |
| • Wetlands (freshwater or tidal) | 17.98 | 17.98 | 0 |
| • Non-vegetated (bare rock, earth or fill) | 0 | 0 | 0 |
| • Other Describe: Lawn | 0 | 3.5 | +3.5 |

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

*i.* If Yes: explain: _____

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

If Yes,

*i.* Identify Facilities:

_____

_____

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

If Yes:

*i.* Dimensions of the dam and impoundment:

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

*ii.* Dam's existing hazard classification: _____

*iii.* Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

_____

_____

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

_____

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

If Yes:

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

_____

_____

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

If Yes:

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

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

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

☐ Neither database

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

_____

_____

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

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

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

_____

_____

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

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

**E.2. Natural Resources On or Near Project Site**

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

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

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

| | |
|---|---|
| Sandy Loan | 70 % |
| Silty Clay | 30 % |
| | % |

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

e. Drainage status of project site soils:
☑ Well Drained: 70 % of site
☐ Moderately Well Drained: % of site
☑ Poorly Drained 30 % of site

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

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

i. Name of aquifer: Great Flats Aquifer

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

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
*i.* Describe the habitat/community (composition, function, and basis for designation): _____
*ii.* Source(s) of description or evaluation: _____
*iii.* Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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

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

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No
If yes, give a brief description of how the proposed action may affect that use: _____

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

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

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

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
*i.* Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
*ii.* Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
*i.* CEA name: _____
*ii.* Basis for designation: _____
*iii.* Designating agency and date: _____

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

If Yes:

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

*ii.* Name: _____

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

_____

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

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

If Yes:

*i.* Describe possible resource(s): _____

*ii.* Basis for identification: _____

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

If Yes:

*i.* Identify resource: _____

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

*iii.* Distance between project and resource: _____ miles.

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

If Yes:

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

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

**F. Additional Information**

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

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

**G. Verification**

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

Applicant/Sponsor Name Brett L. Steenburg Date 9-24-18

Signature _____ Title Engineer

PRINT FORM

Agency Use Only [If applicable]

Project: H. Meadows West PRD AMendment

Date: August 14, 2019

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

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

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

**Tips for completing Part 2:**

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

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

☐ NO ☑ YES

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

**2. Impact on Geological Features**

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

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

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

**3. Impacts on Surface Water**

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

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

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

| | | | |
|---|---|---|---|
| l. Other impacts: _____ | | ☐ | ☐ |

**4. Impact on groundwater**

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

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

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

**5. Impact on Flooding**

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

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

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

| | | | |
|---|---|---|---|
| g. Other impacts: _____ _____ | | ☐ | ☐ |

**6. Impacts on Air**

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

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

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

**7. Impact on Plants and Animals**

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

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

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

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

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

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

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

☑ NO ☐ YES

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

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

☑ NO ☐ YES

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

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

**11. Impact on Open Space and Recreation**

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

☑ NO ☐ YES

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

**12. Impact on Critical Environmental Areas**

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

☐ NO ☐ YES

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

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

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

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

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

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

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

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

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

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

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
*If "Yes", answer questions a - h. If "No", go to Section 18.*

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

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
*If "Yes", answer questions a - g. If "No", proceed to Part 3.*

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

PRINT FULL FORM

**RESOLUTION NO. 253.24**

**TO DECLARE EQUIPMENT OBSOLETE**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Senior Building Inspector, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

| Quantity | Description |
|---|---|
| 1 | Lanier Copier Serial #85001477 |
| 22 | Broken/Rusted Metal Chairs |
| 1 | Office Chair |
| 3 | TV's |
| 1 | Super Circuits CRT TV 20” screen |
| 2 | Quasar VCR/TV combo |
| 1 | HP ScanJet 4850 Desktop Scanner |
| 1 | IBM 4:3 15” flatscreen monitor with built-in speakers |
| 12 | Serial keyboards (purple plug) IBM/Dell/Microsoft |
| 40 | Working USB keyboards (almost all Dell) |
| 1 | Non-working Dell USB keyboard |
| 6 | IBM/Dell serial mouse (green plug) |
| 5 | IBM/Dell USB mouse |
| 1 | Office Chair |
| 1 | Smith Corona WordSmith electric Typewriter w/1 extra ribbon |
| 1 | Serial printer cable |
| 2 | Motorola Portable cellular telephones Model F09LFD8438AG |
| 3 | Paper shredders |
| 1 | HP LaserJet 4000n Monochrome |
| 1 | HP LaserJet Pro 200 Color M251nw |
| 1 | Lanier LD425c 3 in 1 Scanner, Printer, Copier |
| 1 | HP Photosmart Model D110A |
| 1 | HP DeskJet 1220c Color Printer |
| 1 | OKI B4400 Monochrome Laser Printer |
| 1 | Epson Stylus NX400 |
| 1 | HP Photosmart C5580 All-in-One |

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: June 4, 2024

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Authorization to declare Equipment Obsolete

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

Background Information: Declare the attached equipment obsolete due to repairs not cost effective to the Town.

Evaluation/Analysis: Equipment is no longer operational.

Recommendation(s): Town Board to authorize the disposal of the equipment.

Attachment/Documents(s): List of obsolete equipment

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Jim Keith, Sr Building Inspector

Obsolete Equipment

1-Lanier Copier Serial #85001477
22- Broken/Rusted Metal Chairs
1- Office Chair
3- TV's

**RESOLUTION NO. 254.24**

**TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR MAY 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 May 2024, has been placed on file and the town clerk's check in the amount of seven thousand four hundred eighty seven dollars and 76/100 ($7,487.76) has been submitted to the supervisor for deposit.

**SECTION 2.** This resolution shall become effective June 12, 2024

**DATED:** June 12, 2024

| NAME | AYES | NOES | ABSTAIN |
|---|---|---|---|
| Dodson | | | |
| Mastroianni | | | |
| Gallucci | | | |
| Schlag | | | |
| Collins | | | |

# TOWN OF ROTTERDAM

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## LEGISLATIVE REQUEST FORM

DATE: June 5, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for May $7,487.76 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: June 12, 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 June 12, 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:** | | **$7,487.76** |
| Amount paid to: | NYS Ag. & Markets for spay/neuter program | | | 365.00 |
| Amount paid to: | NYS Environmental Conservation | | | 654.14 |
| Amount paid to: | State Health Dept. For Marriage Licenses | | | 180.00 |
| **Total State, County & Local Revenues:** | **$8,686.90** | **Total Non-Local Revenues:** | | **$1,199.14** |

To the Supervisor:

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

Mollie A. Collins 6/3/2024 Supervisor Date

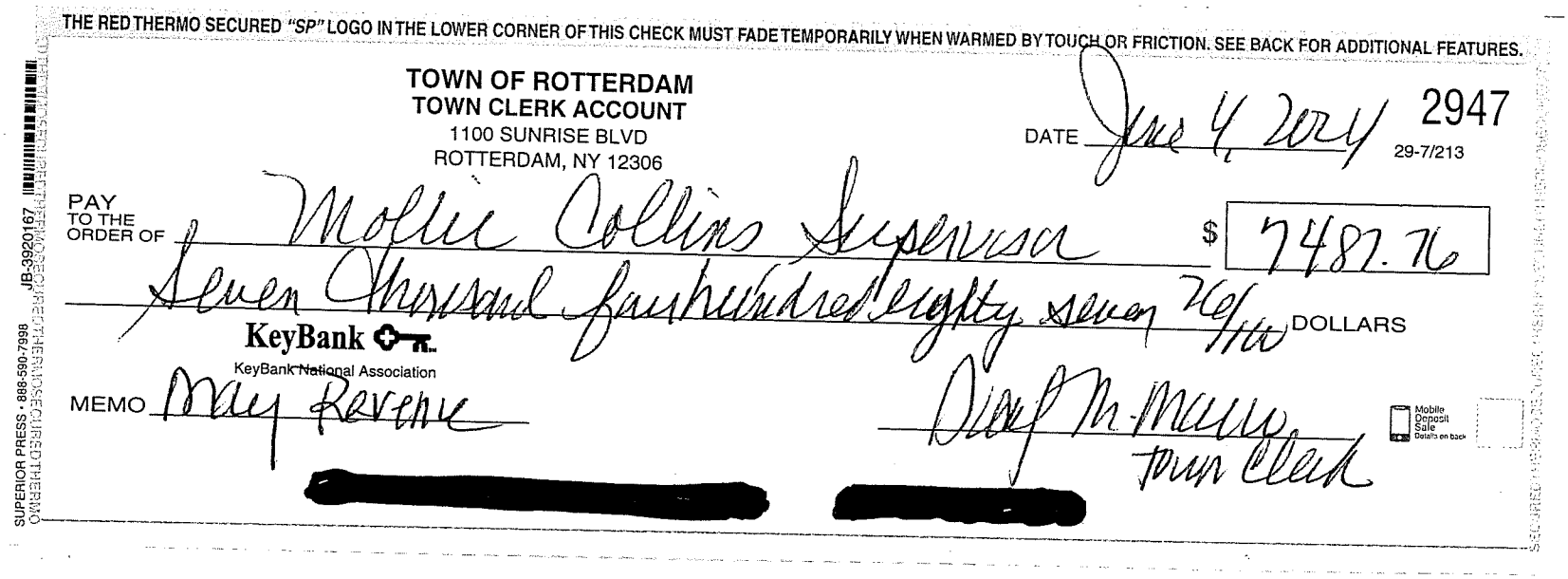
Diane M. Marco 6/3/2024 Town Clerk Date

Town Clerk Monthly Report
May 01, 2024 - May 31, 2024

| Account Description | Fee Description | Account# | Qty | Local Share |
|---|---|---|---|---|
| Conservation | Conservation | A1255 | 16 | 42.86 |
| | | | **Sub-Total:** | **$42.86** |
| Dog Licensing | Female, Spayed | A2544 | 126 | 1,764.00 |
| Dog Licensing | Female, Unspayed | A2544 | 11 | 187.00 |
| Dog Licensing | Male, Neutered | A2544 | 131 | 1,834.00 |
| Dog Licensing | Male, Unneutered | A2544 | 25 | 425.00 |
| Dog Licensing | Replacement Tags | A2544 | 1 | 3.00 |
| | | | **Sub-Total:** | **$4,213.00** |
| Ez pass | Ez Pass | A1255 | 4 | 100.00 |
| | | | **Sub-Total:** | **$100.00** |
| Fireworks | Fire Works | A2545 | 1 | 100.00 |
| | | | **Sub-Total:** | **$100.00** |
| Late Fees | Late Fee -Dog Renewal | A1550 | 26 | 260.00 |
| | | | **Sub-Total:** | **$260.00** |
| Marriage Lic. | MARRIAGE LICENSE FEE | A1255 | 8 | 140.00 |
| | | | **Sub-Total:** | **$140.00** |
| Misc | Impoundment Fees - Dogs | A1550 | 1 | 10.00 |
| | Misc | | 9 | 317.90 |
| | | | **Sub-Total:** | **$327.90** |
| MISC. FEES | Boarding - Dog | | 1 | 5.00 |
| MISC. FEES | Certified Copies | A1255 | 87 | 870.00 |
| | | | **Sub-Total:** | **$875.00** |
| PERMIT FEES | Garage Sale | A2590 | 122 | 610.00 |
| | | | **Sub-Total:** | **$610.00** |
| Second Hand Dealers | Second Hand Dealers | A2545 | 3 | 750.00 |
| | | | **Sub-Total:** | **$750.00** |
| Senior Discount | Senior Discount | A2544 | 86 | -856.00 |
| | | | **Sub-Total:** | **-$856.00** |
| Soliciting | Soliciting Hawking Peddler | A2545 | 5 | 750.00 |
| | | | **Sub-Total:** | **$750.00** |
| Taxicab License | Taxi | A2545 | 3 | 175.00 |
| | | | **Sub-Total:** | **$175.00** |

*Monthly Worksheet of Daily Work*
*May 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5/1/2024 | $525.00 | $35.00 | $32.34 | $2.66 | $130.00 | $16.00 | $114.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/2/2024 | $287.58 | $25.00 | $23.62 | $1.38 | $130.00 | $14.00 | $116.00 | $0.00 | $0.00 | $0.00 | $2.58 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/3/2024 | $325.22 | $0.00 | $0.00 | $0.00 | $230.00 | $23.00 | $207.00 | $0.00 | $0.00 | $0.00 | $35.22 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/6/2024 | $490.00 | $0.00 | $0.00 | $0.00 | $310.00 | $28.00 | $282.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/7/2024 | $616.00 | $0.00 | $0.00 | $0.00 | $346.00 | $31.00 | $315.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/8/2024 | $526.00 | $40.00 | $37.78 | $2.22 | $286.00 | $31.00 | $255.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/9/2024 | $310.00 | $0.00 | $0.00 | $0.00 | $170.00 | $19.00 | $151.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25.00 | $0.00 |
| 5/10/2024 | $404.94 | $60.00 | $55.97 | $4.03 | $190.00 | $14.00 | $176.00 | $40.00 | $22.50 | $17.50 | $34.94 | $0.00 | $0.00 | $75.00 | $0.00 |
| 5/13/2024 | $715.00 | $0.00 | $0.00 | $0.00 | $155.00 | $16.00 | $139.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/14/2024 | $135.00 | $0.00 | $0.00 | $0.00 | $55.00 | $5.00 | $50.00 | $40.00 | $22.50 | $17.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/15/2024 | $268.00 | $50.00 | $47.24 | $2.76 | $73.00 | $7.00 | $66.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/16/2024 | $206.08 | $25.00 | $23.62 | $1.38 | $100.00 | $9.00 | $91.00 | $0.00 | $0.00 | $0.00 | $46.08 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/17/2024 | $481.00 | $85.00 | $79.58 | $5.42 | $246.00 | $30.00 | $216.00 | $40.00 | $22.50 | $17.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/20/2024 | $191.00 | $5.00 | $4.72 | $0.28 | $146.00 | $16.00 | $130.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/21/2024 | $145.00 | $30.00 | $28.34 | $1.66 | $45.00 | $3.00 | $42.00 | $40.00 | $22.50 | $17.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/22/2024 | $265.00 | $25.00 | $23.62 | $1.38 | $155.00 | $14.00 | $141.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/23/2024 | $190.00 | $80.00 | $75.58 | $4.42 | $35.00 | $4.00 | $31.00 | $40.00 | $22.50 | $17.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/24/2024 | $405.00 | $85.00 | $79.58 | $5.42 | $200.00 | $16.00 | $184.00 | $80.00 | $45.00 | $35.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/28/2024 | $1,182.10 | $10.00 | $8.72 | $1.28 | $210.00 | $19.00 | $191.00 | $0.00 | $0.00 | $0.00 | $67.10 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/29/2024 | $233.56 | $55.00 | $51.96 | $3.04 | $135.00 | $14.00 | $121.00 | $0.00 | $0.00 | $0.00 | $28.56 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/30/2024 | $167.49 | $10.00 | $9.44 | $0.56 | $35.00 | $3.00 | $32.00 | $40.00 | $22.50 | $17.50 | $42.49 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5/31/2024 | $617.93 | $77.00 | $72.03 | $4.97 | $340.00 | $33.00 | $307.00 | $0.00 | $0.00 | $0.00 | $60.93 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Audited by dmm 5/31/2024** | **$8,686.90** | $697.00 | **$654.14** | **$42.86** | $3,722.00 | **$365.00** | **$3,357.00** | $320.00 | **$180.00** | **$140.00** | **$317.90** | **$0.00** | **$0.00** | **$100.00** | **$0.00** |



THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

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

DATE June 4, 2024 2947
29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 7487.76

Seven Thousand four hundred eighty seven 76/100 DOLLARS

KeyBank
KeyBank National Association

MEMO May Revenue

Dianne M. Mauro
Town Clerk

Mobile Deposit Safe Details on back

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**RESOLUTION NO. 255.24**

**TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO ESTABLISH A DEMONSTRATION PROGRAM IMPOSING OWNER LIABILITY FOR FAILURE OF AN OPERATOR TO STOP FOR A SCHOOL BUS DISPLAYING A RED VISUAL SIGNAL AND STOP-ARM AND CALLING FOR A PUBLIC HEARING THEREON**

**WHEREAS,** the Police Chief, Town Board Member, and representative drivers from Schalmont and Mohonasen school districts desire to introduce a local law that would impose liability on the owner of a motor vehicle for failure of an operator of that vehicle to stop for a school bus displaying a red visual signal and stop-arm; and

**WHEREAS,** Chapter 266 of the Code of the Town of Rotterdam sets forth the Town's local law regarding Vehicles and Traffic; and

**WHEREAS,** Section 1174-a of the New York State Vehicle and Traffic Law allows local municipalities to adopt local laws to establish a demonstration program that imposes owner liability for failure of an operator of a motor vehicle to stop for a school bus displaying a red visual signal and stop-arm; and

**WHEREAS,** the Town Attorney has drafted a local law establishing a demonstration program for failure of an operator to stop for a school bus displaying a red visual signal and stop arm and the Chief of Police recommends that the Town Board call for a public hearing on the proposed local law; NOW

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM**
**NOTICE OF HEARING**

**PLEASE TAKE NOTICE:** That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 10th day of July, 2024 for the following purpose:

> To consider a proposed local law establishing a demonstration program imposing owner liability for failure of an operator to stop for a school bus displaying a red visual signal and stop-arm.

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

**DATED**: June 12, 2024
**Daily Gazette:** Please publish once on June 14, 2024
**Town Clerk**
**Post**

**SECTION 2.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: June 5, 2024

TO: Town Board

FROM: Courtney Heinel, Town Attorney

TITLE OF LEGISLATIVE REQUEST: Local law for school bus stop arm program

TO BE PLACED ON TOWN BOARD AGENDA OF: June 12, 2024

Background Information: The Town attorney was asked to prepare legislation to implement a local law for a school bus stop arm program.

Evaluation/Analysis: Not stopping for a school bus with its stop arm and lighting enabled presents a safety risk to school age children and implementation of this program may be beneficial in addressing and analyzing the issue.

Recommendation(s): Call for a public hearing for the introduction of this Local Law

Attachment/Document(s): Proposed introductory Local Law.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): See backup.

LEGISLATION WILL BE PREPARED BY: Town Attorney

**Introductory Local Law _____ of 2024**

The current Chapter 266 of the Town Code of the Town of Rotterdam shall become Chapter 266A and a Chapter 266B entitled "School Bus Stop-Arm Camera Program" shall be added as follows:

*Section 1*. Chapter 266B, Section 266B-1 of the Town Code of the Town of Rotterdam entitled "Purpose" shall be added as follows:

The purpose of this article is to impose monetary liability on the owner of a motor vehicle under circumstances where the operator of the motor vehicle fails to stop for a school bus displaying a red visual signal and stop-arm. It is a well-known fact that vehicle operators often fail to stop for a school bus displaying a red visual signal and stop-arm, thus creating a hazardous and dangerous condition for passengers, especially children, who depart from a stopped school bus. The intent of this article involves the installation of cameras on the school bus stop-arm to increase safety for passengers departing the school bus by imposing financial liability on the owner of the vehicle which will serve as a deterrent.

*Section 2*. Chapter 266B, Section 266B-2 of the Town Code of the Town of Rotterdam entitled "Definitions" shall be added as follows:

TOWN

The Town of Rotterdam, New York.

OWNER

The registered owner of a motor vehicle.

PERSON

One or more individuals, a partnership, company, association, corporation, trust, trustee or receiver or limited liability company.

SCHOOL DISTRICT

The School District of the Town of Rotterdam, New York.

*Section 3*. Chapter 266B, Section 266B-3 of the Town Code of the Town of Rotterdam entitled "Demonstration program imposing monetary liability" shall be added as follows:

A. Pursuant to §1174-a of the New York State Vehicle and Traffic Law, the Town hereby establishes a demonstration program imposing monetary liability on the owner of a motor vehicle for the failure of an operator thereof to comply with §1174 of the New York State Vehicle and Traffic Law when meeting a school bus marked and equipped as provided in

Subdivisions 20 and 21-(1)-(c) of Section 375 of the New York State Vehicle and Traffic Law and operated in the Town. This demonstration program empowers the Town to install and operate, or to cause to be installed and operated, school bus photo violation monitoring systems which may be stationary or mobile.

B. Such school bus photo violation monitoring systems may be installed on school buses owned and operated by the school district, or on the school buses privately owned and operated for compensation under contract with the school district, provided that no such stationary school bus photo violation monitoring system shall be installed and operated, or caused to be installed and operated, by the Town, except on roadways under the jurisdiction of the Town, and further provided that no such mobile school bus photo violation monitoring system shall be installed or operated on school buses unless the Town and the school district enter into an agreement for such installation and operation.

*Section 4*. Chapter 266B, Section 266B-4 of the Town Code of the Town of Rotterdam entitled "Handling and custody of photographs" shall be added as follows:

As part of the demonstration program, the Town will create procedures for the proper handling and custody of photographs, micro photographs, videotapes and other recorded images and data produced by such mobile school bus photo violation monitoring systems in place on school buses and for the forwarding of such photographs, micro photographs, videotapes and other recorded images and data to the Town. Any such agreement entered into between the Town and the school district must be approved by a majority vote of the Town Board of the Town of Rotterdam and also by resolution of the board of the school district.

*Section 5*. Chapter 266B, Section 266B-5 of the Town Code of the Town of Rotterdam entitled "Privacy Measures" shall be added as follows:

As part of the demonstration program, the Town shall adopt and enforce measures to protect the privacy of drivers, passengers, pedestrians and cyclists whose identity and identifying information may be captured by a school bus photo violation monitoring device. Such measures shall include:

A. Utilization of necessary technologies to ensure, to the extent practicable, that photographs produced by such school bus photo violation monitoring devices shall not include images that identify the driver, the passengers, the contents of the motor vehicle, pedestrians and cyclists; provided, however, that no notice of liability issued pursuant to this section shall be dismissed solely because a photograph or photographs allow for the identification of the contents of a motor vehicle, provided that the Town has made a reasonable effort to comply with the provisions contained herein.

B. A prohibition on the use or dissemination of motor vehicles' license plate information and other information and images captured by such school bus photo violation monitoring systems, except: 1) as required to establish liability under this chapter or collect payment of penalties; 2) as required by court order; or 3) as otherwise required by law and oversight procedures to ensure compliance with the afore described privacy protection measures.

C. The Town shall install signage in conformance with standards established in the Manual on Uniform Traffic Control Devices (MUTCD), maintained by the Commission of Transportation, at each roadway entrance of the Town boundaries giving notice that school bus photo violation monitoring systems are used to enforce restrictions on motor vehicles violating § 1174 of the New York State Vehicle and Traffic Law. For purposes of this chapter, the term "roadway" shall not include state expressway routes or state interstate routes but shall include controlled access highway exit ramps that enter the Town boundaries of the Town.

*Section 6*. Chapter 266B, Section 266B-6 of the Town Code of the Town of Rotterdam entitled "Vehicle Owner Liability" shall be added as follows:

The owner of a motor vehicle shall be liable for a monetary penalty imposed pursuant to this chapter if such vehicle was used or operated with the permission of the owner, expressed or implied, in violation of § 1174 of the New York State Vehicle and Traffic Law if such violation is evidenced by information obtained from a school bus photo violation monitoring system; provided, however, that no owner of a motor vehicle shall be liable for a monetary penalty imposed pursuant to this chapter where the operator of such motor vehicle has been convicted of the underlying violation of § 1174 of the Vehicle and Traffic Law.

*Section 7*. Chapter 266B, Section 266B-7 of the Town Code of the Town of Rotterdam entitled "Owner liability for monetary penalties" shall be added as follows:

A. An owner of a motor vehicle liable for a violation of Subsection (a) of § 1174 of the New York State Vehicle and Traffic Law shall be liable for monetary penalties as provided herein. The liability of the owner pursuant to this chapter shall be $250 for a first violation; $275 for a second violation; provided the first and second were committed within a period of 18 months, and $300 for a third, or subsequent, violation, provided that all of which were committed within a period of 18 months. An additional penalty in the amount of $25 for each violation shall be due and payable resulting from the failure of the owner to respond to a notice of liability within the prescribed time period.

B. An imposition of liability pursuant to this chapter shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage.

*Section 8*. Chapter 266B, Section 266B-8 of the Town Code of the Town of Rotterdam entitled "Notice of liability" shall be added as follows:

A. A notice of liability shall be sent by first-class mail to each person alleged to be liable as an owner for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter. Personal delivery on the owner shall not be required; a manual or automatic record of mailing prepared in the ordinary course of business shall be prima facie evidence of the facts contained therein.

B. The notice of liability shall contain the name and address of the person alleged to be liable as an owner for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter, the registration number of the vehicle involved in such violation, the location where such violation took place, the date and time of such violation and the identification number of the camera which recorded the violation or other document locator number.

C. The notice of liability shall include information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the notice of liability. Such notice of liability shall also contain a warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

D. The notice of liability shall be prepared and mailed by the Town or by such other entity authorized by the Town to prepare and mail such notice of liability and recover any such monetary penalty.

E. Adjudication of the liability imposed upon owners by this chapter shall be made by the Town Court of the Town of Rotterdam, New York.

*Section 9*. Chapter 266B, Section 266B-9 of the Town Code of the Town of Rotterdam entitled "Presumption of owner liability; defenses to notice of liability" shall be added as follows:

A. For purposes of this chapter, there shall be a presumption that the operator of such motor vehicle was operating such vehicle with the consent of the owner at the time such operator failed to comply with § 1174 of the New York State Vehicle and Traffic Law.

B. If an owner receives a notice of liability pursuant to this chapter for any time period during which the motor vehicle was reported to the police as having been stolen, it shall be a valid defense to the allegation of liability for a violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law pursuant to this chapter that the motor vehicle had been reported to the police as stolen prior to the time the violation had occurred and had not been recovered by such time. For purposes of asserting a defense provided by this section, it shall be sufficient that

a certified copy of the police report on the stolen motor vehicle be sent by first-class mail to the Town Court of the Town of Rotterdam, New York.

C. An owner who is a lessor of a vehicle to which notice of liability was issued shall not be liable for the violation of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law, provided he or she sends to the Town Court of the Town of Rotterdam, New York, a copy of the rental, lease or other such contract document covering such motor vehicle on the date of the violation with the name and address of the lessee clearly legible, within 37 days after receiving notice from the court of the date and time of such violation, together with such other and further information contained in the original notice of liability. Failure to send such information within such thirty-seven-day time period shall render the owner liable for the monetary penalty prescribed by this chapter. Where the lessor complies with the provisions of this Subsection C, the lessee of such motor vehicle on the date of such violation shall be deemed to be the owner of such vehicle for purposes of this chapter, shall be subject to liability for the violation of Subdivision (a) of § 1174 of the Vehicle and Traffic Law pursuant to this section and shall be sent a notice of liability pursuant to this chapter.

D. No owner of a motor vehicle shall be subject to a monetary penalty imposed pursuant to this chapter if such owner can demonstrate by clear and convincing evidence that such school bus stop arms were malfunctioning at the time of the alleged violation.

E. No owner of a motor vehicle shall be subject to a monetary penalty imposed pursuant to this chapter if the operator of such motor vehicle was operating such motor vehicle without the consent of the owner at the time such operator failed to comply with § 1174 of the New York State Vehicle and Traffic Law and the owner of the motor vehicle is able to demonstrate to the court by clear and convincing evidence that the motor vehicle was operated at the time of the violation without the consent of the owner.

*Section 10*. Chapter 266B, Section 266B-10 of the Town Code of the Town of Rotterdam entitled "Reporting requirements" shall be added as follows:

The demonstration program established by the Town requires that it submit an annual report on the results of the use of a school bus photo violation monitoring system to the Governor, the President of the Senate and the Speaker of the Assembly on or before June 1, 2024, and on the same date in each succeeding year in which the demonstration program is operable. Such report shall include, but not be limited to, the following:

A. The number of buses and a description of the routes where stationary and mobile school bus photo violation monitoring systems were used.

B. The aggregate number, type and severity of accidents reported at locations where a school bus photo violation monitoring system is used for the year preceding the installation of such system,

to the extent the information is maintained by the New York State Department of Motor Vehicles.

C. The number of violations recorded at each location where a school bus photo violation monitoring system is used and in the aggregate on a daily, weekly and monthly basis.

D. The number of convictions for violations of Subdivision (a) of § 1174 of the New York State Vehicle and Traffic Law recorded at each location where a school bus photo violation monitoring system is used on an annual basis, to the extent the information is maintained by the Department of Motor Vehicles of this state.

E. The total number of notices of liability issued for violations recorded by such systems.

F. The number of monetary penalties and total amount of monetary penalties paid after the first notice of liability issued for violations recorded by such systems.

G. The number of violations adjudicated and results of such adjudications, including breakdowns of dispositions made for violations recorded by such systems which shall be provided at least annually to such Town by the courts conducting such adjudications.

H. The total amount of revenue realized by the Town.

I. The expenses incurred by the Town in connection with the program.

J. The quality of the adjudication process and its results including the total number of hearings scheduled, rescheduled, and held; the total number of persons scheduled for such hearings; the total number of cases where monetary penalties were paid on or before the hearing date; and the total number of default judgments entered. Such information shall be provided at least annually to the Town by the court conducting such adjudications.

K. A description of public education activities conducted to warn motorists of the dangers of overtaking and passing stopped school buses.

*Section 11*. Chapter 266B, Section 266B-11 of the Town Code of the Town of Rotterdam entitled "Expiration" shall be added as follows:

This demonstration program shall expire on December 1, 2024, unless extended further by act of the New York State Legislature. In the event of an extension by the New York State Legislature, the demonstration program set forth herein shall not otherwise expire unless this local law is repealed.

**RESOLUTION NO. 256.24**

**TO ADOPT A NEGATIVE DECLARATION FOR SEQR OF THE KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS PROJECT**

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

seconded by Councilmember _____,

**BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

**SECTION 1.** The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated June 12, 2024, as prepared by the Senior Planner, for the Kiwanis International Park Waterfront Access Improvements Project.

**SECTION 2.** The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

**SECTION 3.** This resolution shall become effective June 12, 2024.

**DATED:** June 12, 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: | June 6, 2024 |
| TO: | Mollie Collins - Town Supervisor |
| FROM: | Peter Comenzo – Senior Planner |
| TITLE OF REQUEST: | Issuance of a Negative Declaration for the Design and Construction of Kiwanis Park Waterfront Access Improvements. |
| TOWN BOARD MEETING: | June 12, 2024 |
| Background Information: | The Town of Rotterdam is in receipt of a $225,000 grant from the Local Waterfront Improvement Grant. The Town Board declared lead agency on this project on January 24, 2024. |
| Evaluation/Analysis: | The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and requires environmental review prior to the Town Board approving request. This project will rehabilitate the existing boat launch at Kiwanis Park, upgrading the facility to improve safety and usability with a new dock and shoreline improvements as well as adding an accessible kayak launch facility located on the Erie Canal and Empire State Trail. |
| Recommendation(s): | Town Board should consider the issuance of a Negative Declaration and authorize Senior Planner to distribute all documents in accordance with SEQR. |
| Attachment/Document(s): | Draft Negative Declaration<br>Short Environmental Assessment Form |
| Compliance with Purchasing Policy: | N/A |
| Effect(s) on Existing Law(s): | 6NYCRR Part 617<br>State Environmental Quality Review |
| LEGISLATION WILL BE PREPARED BY: | Supervisors Office |

**6NYCRR PART 617**
**State Environmental Quality Review**
**NEGATIVE DECLARATION**
**Notice of Determination of No Significant Adverse Environmental Impacts**

**Date:** June 12, 2024

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Town Board
(Reference: 6 NYCRR Part 617)

| | | |
|---|---|---|
| **SEQRA Status:** | Type I | ( ) |
| | Type II | ( ) |
| | Unlisted | (X) |
| **Negative Declaration:** | Yes | (X) |
| | No | ( ) |

**Owner:** New York State Canal Corporation
1250 Broadway
New York NY, 10001

**Applicant:** Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam NY, 12306

**Tax Map Numbers** 28.-3-1

**Project Location** Kiwanis International Park
650 River Road
Rotterdam NY 12306

**Actions:** The proposed action (Kiwanis International Park Waterfront Improvements) will enhance public access to the waterfront of the Mohawk River at the project site. Including the following:

- Installing new ADA accessible floating docks and kayak launch to promote water dependent activities.
- Construct a new reinforced-concrete bulkhead along the shoreline to which the floating docks will be attached
- Implementing shoreline stabilization methods to address ongoing erosion issues.
- Installing landscaping enhancements to augment the park's aesthetic appeal and usability.

- Creating an accessible route to the new asphalt paved parking for visitors, aligning with ADA Standards

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

This project has been classified by the Town as an Unlisted Action, and the Town conducted a SEQR coordinated review. The Town has supplied a Short Environmental Assessment Form (SEAF), and the Town Board has or has completed Part 2 and Part 3 of a SEAF. The SEQR review with the Town Board as the lead agency is intended to evaluate the effects of this action and the improvements to the existing Kiwanis Park operated by the Town of Rotterdam.

The Rotterdam Town Board declared their intent to act as the SEQR lead agency for the proposed action on January 26, 2024, and conducted a Coordinated SEQR review on this Unlisted Action with all involved and interested agencies which includes the following agencies:

New York State Department of State (DOS)
New York State Department of Environmental Conservation (NYSDEC) — Region #4
New York State Canal Corporation
New York State Parks, Recreation, and Historic Preservation (OPRHP)

No agency comments were received as part of the coordinated review process.

The site plan for the proposed park improvements were discussed at a regularly scheduled Town Board meeting on March 27, 2024.

**Evaluation of the Project:**

**Growth and Community Character**

The proposed project will not alter or change the community character and will only improve community character by improving community access to the waterfront.

**Wetlands**

No wetlands are located on the subject parcel. As a result, there will be no impact to ACOE or NYS DEC wetlands from the project.

**Stormwater and Wastewater**

There is no additional increase in demand for water or wastewater. No sewer connections are proposed as part of the project. The construction of the sidewalks and ADA parking will result in a negligible increase in stormwater runoff. The proposed project will not result in impacts to stormwater or wastewater.

**Noise**

Minimal noise will be generated during the initial construction on the sidewalks, dock and bulkhead. Upon completion of the construction noise levels will return to ambient noise levels. The project will not result in noise.

**Transportation**

The proposed project involves reconstruction of an existing bulkhead and floating dock and kayak launch. The proposed project does not change the use of the site and will not increase the traffic as the project just aims to improve ADA access to the waterfront. The project will not result in adverse transportation impacts.

**Utilities**

No connection to water, sewer, gas, electric, fiber optic and telephone utility infrastructure are proposed as part of the project. Therefore, the project will not result in any impacts to utilities.

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

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

(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;

(iii) the impairment of the environmental characteristics of a Critical Environmental Area.

(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(vi) a major change in the use of either the quantity or type of energy;

(vii) the creation of a hazard to human health;

(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(x) the creation of a material demand for other actions that would result in one of the above consequences;

(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

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

**At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 12th day of June 2024 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.**

_____

**Mollie Collins**
**Town Supervisor**

**For further information contact:**

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

Name of Action or Project:

Kiwanis International Park Waterfront Access Improvements

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

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

Brief Description of Proposed Action:

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

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

Address:

1100 Sunrise Boulevard

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

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

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

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

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

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | ☐ | ☑ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ☑ | ☐ |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☐ | ☑ | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: Name:Aquifer Area Overlay Zone, Reason:Conserve, Improve, protect natural resources, Agency:Rotterdam, Town of, Date:4-5-85 | ☐ | ☑ | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☑ | ☐ | |
| b. Are public transportation services available at or near the site of the proposed action? | ☑ | ☐ | |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | ☐ | ☑ | |
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The project does not include any electrical or mechanical services. | ☑ | ☐ | |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: The project does not include any potable water uses. | ☑ | ☐ | |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: The project does not include any wastewater generation. | ☑ | ☐ | |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | ☐ | ☑ | |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | ☐ | ☑ | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☐ | ☑ | |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | ☐ | ☑ | |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: The proposed project includes work along the Mohawk River which is a Class A waterbody with Class A standards. Work includes the construction of a new reinforced-concrete bulkhead and a stone revetment to address existing shoreline erosion. Permanent work below the existing edge of water is approximately 0.025 AC. The project also includes new floating docks which will be installed in the spring and removed in the fall. Total dock square footage is estimated to be approximately 800 square feet. | | | |

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

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

☑ Wetland ☐ Urban ☑ Suburban

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

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

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

Signature: Peter Comenzo Title: Senior Planner

**PRINT FORM**

# EAF Mapper Summary Report

Tuesday, January 16, 2024 4:53 PM




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




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

**Agency Use Only [If applicable]**

| | |
|---|---|
| **Project:** | Kiwanis Park Boat Launch |
| **Date:** | June 12, 2024 |

# *Short Environmental Assessment Form*
# *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | **No, or small impact may occur** | **Moderate to large impact may occur** |
|---|---|---|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | ☑ | ☐ |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | ☑ | ☐ |
| 3. Will the proposed action impair the character or quality of the existing community? | ☑ | ☐ |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | ☑ | ☐ |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | ☑ | ☐ |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | ☑ | ☐ |
| 7. Will the proposed action impact existing:<br>a. public / private water supplies? | ☑ | ☐ |
| b. public / private wastewater treatment utilities? | ☑ | ☐ |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | ☑ | ☐ |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | ☑ | ☐ |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | ☑ | ☐ |
| 11. Will the proposed action create a hazard to environmental resources or human health? | ☑ | ☐ |

**PRINT FORM**

## *Short Environmental Assessment Form*
## *Part 3 Determination of Significance*

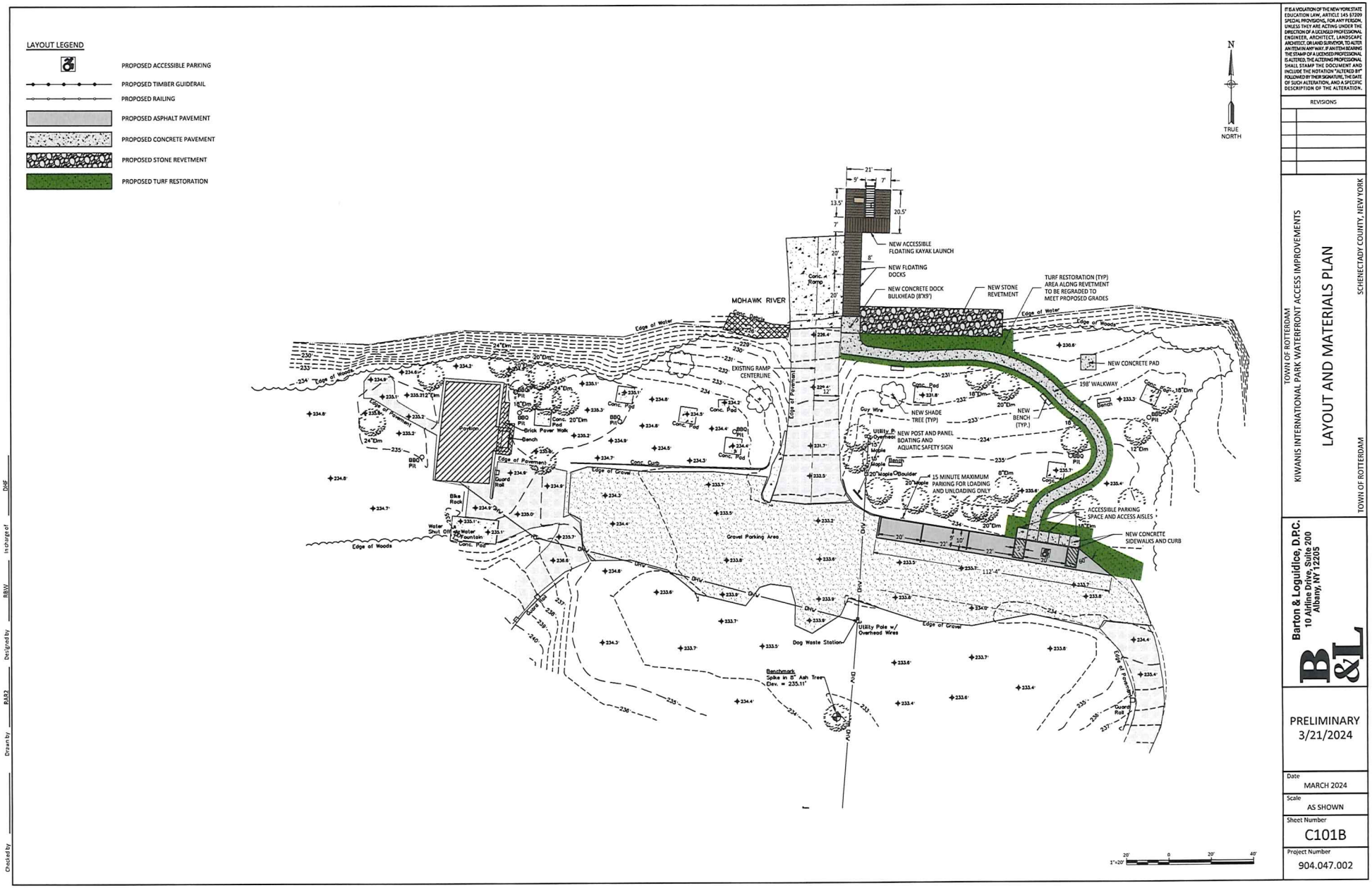
For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

| | |
|---|---|
| Rotterdam Town Board | June 12, 2024 |
| Name of Lead Agency | Date |
| Mollie Collins | Town Supervisor |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| | Peter Comenzo |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

**PRINT FORM**




IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, 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 IS ALTERED, THE ALTERING PROFESSIONAL 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
KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS

# LAYOUT AND MATERIALS PLAN

SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM

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

PRELIMINARY
3/21/2024

Date: MARCH 2024
Scale: AS SHOWN
Sheet Number: C101B
Project Number: 904.047.002

Plotted: Mar 21, 2024 – 1:18PM BY: mesh
Z:\BL-Vaults\D2\9217AD2-1C71-4823-8927-9905C4C54147\D\2932000-2932399\2932040\LL\934047_3-C100-C102 Site Plans (D 2932040).dwg
Checked by _____ Drawn by _____ RAS2 Designed by _____ RBW In charge of _____ DHF