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

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 ____________________,

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 __ 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			
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 12, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Patricia Matelitz, Chair – Energy Advisory Committee
TITLE OF REQUEST:	Declare Lead Agency and Refer to Planning Commission for Report and Recommendation. Amendments to the Zoning Code to repeal the existing Solar Energy Facilities Law and related site plan fees and the adoption of an updated Solar Energy Facilities Law.
TOWN BOARD MEETING:	May 16, 2024
Background Information:	On February 22, 2017 the Town Board adopted Local Law #1 of the Year 2017 entitled Solar Energy Facilities. Since that time, new technologies, changes to state regulations, and larger more complex projects have emerged that necessitated updates to the existing Town Zoning Code. In addition, Chapter 270-137.1 (A)(1) that relates to the exemption of site plan fees should be repealed.
Evaluation/Analysis:	On Wednesday, March 8, 2023 the Town Board established and appointed various members to the Town of Rotterdam Energy Advisory Committee. Since that time, the Energy Advisory Committee has worked diligently to meet with various stakeholders in the State of New York, County of Schenectady, and Town of Rotterdam, including Town Designated Engineer, first responders, NYSERDA, Town Board members, County Legislators, and others. The Committee has put forth a recommended Solar Energy Facilities law and is requesting that the Town Board repeal the existing outdated code and adopt the new code which is attached.
Recommendation(s):	Declare Lead Agency under SEQR and Refer to Planning Commission for a Report and Recommendation.
Attachment/Document(s):	Proposed Solar Energy Facilities Law SEQR Environmental Assessment Form
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Updates to Zoning Code Chapter 270
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

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. <u>SECTION EIGHT – TIER 1 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS</u>

a. <u>Zones Allowed:</u> 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. <u>SECTION 11 – TIER 4 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS</u>

a. <u>Zones Allowed:</u> 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. <u>Applications, Approvals, Fees, and Permits:</u> 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. <u>Payment in-lieu of Taxes:</u> 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. <u>Community Host:</u> 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

Modifications to Chapter 270-133.1

§ 270-137.1 **Application and fees.**

[Added 12-9-1992 by L.L. No. 37-1992; amended 8-8-2007 by L.L. No. 9-2007; 2-25-2009 by L.L. No. 1-2009]

A.

~~Except as noted below,~~ all site plan applications shall be accompanied by a fee as affixed by the Rotterdam Town Board and designated in Chapter **126** of the Town Code, entitled "Fees."

~~(1)~~

~~There shall be no fee required to accompany a site plan approval application for any person, firm, corporation, association or partnership that has as the primary purpose of said application to install "green" energy production on improved property or if said application contains the construction or implementation of at least 10% of "green" energy production for the proposed site plan for any new construction. For purposes of this subsection, "green energy production" shall include but is not limited to power obtained through wind, solar, geothermal, hydroelectric, and/or solar voltaic (electric).~~

B.

Administrative fees. The costs incurred for the review of a site plan application by the Town Engineer, for consulting engineering fees or other consulting fees in conjunction with the Planning Board's review for a proposed application, including reviews required under the New York State Environmental Quality Review Act,[1] shall be charged to the applicant. The Planning Board shall obtain an estimate from any designated consultant for an amount sufficient to defray the costs of such services. The applicant shall enter into an escrow agreement with the Town of Rotterdam Planning Board, and said agreement shall be executed by the Rotterdam Planning Board Chairman, upon authorization from the Rotterdam Planning Board. The Rotterdam Planning Board Attorney shall prescribe the terms and appropriate form of the escrow agreement. Any portion of the estimated charges so collected by escrow agreement which is not expended by the Town shall be returned to the applicant.

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Amendments to Town of Rotterdam Zoning Code to repeal existing Solar Energy Facilities Law and adopt a new Solar Energy Facilities Law.		
Project Location (describe, and attach a general location map): Townwide		
Brief Description of Proposed Action (include purpose or need): On February 22, 2017 the Town Board adopted Local Law #1 of the Year 2017 entitled Solar Energy Facilities. Since that time, new technologies, changes to state regulations, and larger more complex projects have emerged that necessitated updates to the existing Town Zoning Code.		
Name of Applicant/Sponsor: Town of Rotterdam Energy Advisory Committee	Telephone: 518-355-7575 x-325 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Peter Comenzo -Senior Planner	Telephone: 518-355-7575 x-338 E-Mail: pcomenzo@rotterdamny.org	
Address: 1100 Sunrise Boulevard		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board	May 2024
b. City, Town or Village Planning Board or Commission ☐Yes ☑No	Planning Commission Report and Recommendation	
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☐Yes ☑No	County 239-m Review	
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

Rotterdam Junction BOA, Mohawk River, Schenectady Intermunicipal Watershed

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. If Yes, what is the zoning classification(s) including any applicable overlay district? All Zones in the Town will be affected by this local law. This updated code will also permit the Town Board to create a solar overlay district in areas that are not currently zoned I-1 or I-2.	☑ Yes ☐ No
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? If Yes, *i.* What is the proposed new zoning for the site? Updates to the Town of Rotterdam Solar Energy Facilities Law	☑ Yes ☐ No

C.4. Existing community services.
a. In what school district is the project site located? Schalmont & Mohonasen
b. What police or other public protection forces serve the project site? State Police, Schenectady County Sherriff, and Rotterdam Police Department
c. Which fire protection and emergency medical services serve the project site? All Town of Rotterdam Volunteer Fire Departments, Rotterdam EMS, and Mohawk Ambulance
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)? ______	
b. a. Total acreage of the site of the proposed action? ______ acres b. Total acreage to be physically disturbed? ______ 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? *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: ______	☐ Yes ☐ No
d. Is the proposed action a subdivision, or does it include a subdivision? 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 ______	☐ Yes ☐ No
e. Will the proposed action be constructed in multiple phases? *i.* If No, anticipated period of construction: ______ months *ii.* If Yes: • Total number of phases anticipated ______ • Anticipated commencement date of phase 1 (including demolition) ______ month ______ year • Anticipated completion date of final phase ______ month ______ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: ______	☐ Yes ☐ No

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? ____
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: ______ gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☐Yes☐No
If Yes:
- Name of district or service area:
- Does the existing public water supply have capacity to serve the proposal? ☐Yes☐No
- Is the project site in the existing district? ☐Yes☐No
- Is expansion of the district needed? ☐Yes☐No
- Do existing lines serve the project site? ☐Yes☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes☐No
If Yes:
- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes☐No
If, Yes:
- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

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

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

d. Will the proposed action generate liquid wastes? ☐Yes☐No
If Yes:
i. Total anticipated liquid waste generation per day: ______ gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes☐No
If Yes:
- Name of wastewater treatment plant to be used:
- Name of district:
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes☐No
- Is the project site in the existing district? ☐Yes☐No
- Is expansion of the district needed? ☐Yes☐No

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

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: ____________________________________

  ____

  ____

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

If Yes:

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

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

____

____

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

____

____

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. ____

____

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

____

____

- If to surface waters, identify receiving water bodies or wetlands: ____________________________________

  ____

  ____

- Will stormwater runoff flow to adjacent properties? ☐Yes☐No

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

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

If Yes, identify:

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

____

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: _________________________
- Saturday: _________________________
- Sunday: _________________________
- Holidays: _________________________

ii. During Operations:

- Monday - Friday: _________________________
- Saturday: _________________________
- Sunday: _________________________
- Holidays: _________________________

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

If yes:

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

____

____

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

Describe: ____

____

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

If yes:

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

____

____

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

Describe: ____

____

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

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

____

____

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

If Yes:

i. Product(s) to be stored ____

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

iii. Generally, describe the proposed storage facilities:____

____

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

If Yes:

i. Describe proposed treatment(s):

____

____

____

____

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

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

If Yes:

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

- Construction: ______________________ tons per ________________ (unit of time)
- Operation : ______________________ tons per ________________ (unit of time)

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

- Construction: ____

  ____

- Operation: ____

  ____

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

- Construction: ____

  ____

- Operation: ____

  ____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
If Yes:
i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): ______________________________
ii. Anticipated rate of disposal/processing:
- ________ Tons/month, if transfer or other non-combustion/thermal treatment, or
- ________ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: ______________________ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐Yes☐No
If Yes:
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: ______________________________
____
____
ii. Generally describe processes or activities involving hazardous wastes or constituents: ______________________________
____
____
iii. Specify amount to be handled or generated _____ tons/month
iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: ______________________________
____
____
v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐Yes☐No
If Yes: provide name and location of facility: ______________________________
____
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:
____
____

E. Site and Setting of Proposed Action

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

a. Existing land uses.
i. Check all uses that occur on, adjoining and near the project site.
☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): ______________________
ii. If mix of uses, generally describe:
____
____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• 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? *i.* If Yes: explain: ______	☐Yes☐No
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? If Yes, *i.* Identify Facilities: ______ ______	☐Yes☐No
e. Does the project site contain an existing dam? 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: ______ ______	☐Yes☐No
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? 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: ______ ______	☐Yes☐No
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? If Yes: *i.* Describe waste(s) handled and waste management activities, including approximate time when activities occurred: ______ ______	☐Yes☐No
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? 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): ______ ______	☐Yes☐ No

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? ____________ 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: ____________ ______%
____________ ______%
____________ ______%

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: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% 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: ____________________

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: ______________

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: ______

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 16, 2024

Signature Peter Comenzo Title Senior Planner

PRINT FORM

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 ___________________________,

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 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			
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 12, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Patricia Matelitz – Chair, Energy Advisory Committee
TITLE OF REQUEST:	Call for a Public Hearing on amendments to the Zoning Code to repeal the existing Solar Energy Facilities Law and adopt a new updated Solar Energy Facilities Law.
TOWN BOARD MEETING:	May 16, 2024
Background Information:	On February 22, 2017 the Town Board adopted Local Law #1 of the Year 2017 entitled Solar Energy Facilities. Since that time, new technologies, changes to state regulations, and larger more complex projects have emerged that necessitated updates to the existing Town Zoning Code. In addition, Chapter 270-137.1 (A)(1) that relates to the exemption of site plan fees should be repealed.
Evaluation/Analysis:	On Wednesday, March 8, 2023 the Town Board established and appointed various members to the Town of Rotterdam Energy Advisory Committee. Since that time, the Energy Advisory Committee has worked diligently to meet with various stakeholders in the State of New York, County of Schenectady, and Town of Rotterdam, including Town Designated Engineer, first responders, NYSERDA, Town Board members, County Legislators, and others. The Committee has put forth a recommended Solar Energy Facilities law and is requesting that the Town Board repeal the existing outdated code and adopt the new code which is attached.
Recommendation(s):	Call for a Public Hearing to be held on Wednesday, June 12, 2024.
Attachment/Document(s):	Proposed Solar Energy Facilities Law SEQR Environmental Assessment Form
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Updates to Zoning Code Chapter 270
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

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. <u>SECTION 11 – TIER 4 SOLAR ENERGY SYSTEMS PERMITTING REQUIREMENTS</u>

a. <u>Zones Allowed:</u> 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. <u>Applications, Approvals, Fees, and Permits:</u> 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. <u>Specific Requirements:</u>

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. <u>SECTION TWELVE – REQUIRED AGREEMENTS</u>

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

a. <u>Road Use Agreement:</u> 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. <u>Performance Guarantees:</u> 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. <u>Decommissioning:</u> The applicant shall execute a decommissioning agreement and financial surety as described in Section Fourteen of this law.

d. <u>Indemnification:</u> 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. <u>SECTION THIRTEEN – SYSTEM OPERATIONS AND SAFETY</u>

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

a. <u>Operation, Safety and Maintenance Plan:</u> 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. <u>Consultation with Town Emergency Services:</u> 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. <u>Decommissioning Plan:</u> 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. <u>SECTION FIFTEEN – PUBLIC UTILITY USE</u>

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

XVI. <u>SECTION SIXTEEN – SEVERABILITY</u>

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. <u>SECTION SEVENTEEN – EFFECTIVE DATE</u>

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. **<u>Notices</u>.** 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. **<u>Irrevocability</u>.** This Letter of Credit is irrevocable.

10. **<u>Bankruptcy</u>.** 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. **<u>Complete Agreement</u>.** 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 *<u>Attachment A</u>*, *<u>Attachment B</u>*, and *<u>Attachment C</u>* 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

Modifications to Chapter 270-133.1

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§ 270-137.1 Application and fees.

[Added 12-9-1992 by L.L. No. 37-1992; amended 8-8-2007 by L.L. No. 9-2007; 2-25-2009 by L.L. No. 1-2009]

A.

~~Except as noted below,~~ all site plan applications shall be accompanied by a fee as affixed by the Rotterdam Town Board and designated in Chapter **126** of the Town Code, entitled "Fees."

~~(1)~~

~~There shall be no fee required to accompany a site plan approval application for any person, firm, corporation, association or partnership that has as the primary purpose of said application to install "green" energy production on improved property or if said application contains the construction or implementation of at least 10% of "green" energy production for the proposed site plan for any new construction. For purposes of this subsection, "green energy production" shall include but is not limited to power obtained through wind, solar, geothermal, hydroelectric, and/or solar voltaic (electric).~~

B.

Administrative fees. The costs incurred for the review of a site plan application by the Town Engineer, for consulting engineering fees or other consulting fees in conjunction with the Planning Board's review for a proposed application, including reviews required under the New York State Environmental Quality Review Act,[1] shall be charged to the applicant. The Planning Board shall obtain an estimate from any designated consultant for an amount sufficient to defray the costs of such services. The applicant shall enter into an escrow agreement with the Town of Rotterdam Planning Board, and said agreement shall be executed by the Rotterdam Planning Board Chairman, upon authorization from the Rotterdam Planning Board. The Rotterdam Planning Board Attorney shall prescribe the terms and appropriate form of the escrow agreement. Any portion of the estimated charges so collected by escrow agreement which is not expended by the Town shall be returned to the applicant.

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 ___________________________,

seconded by Councilmember ________________________,

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			
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

STERKER DOOR STRIJD

LEGISLATIVE REQUEST FORM

DATE:	May 9, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Issuance of a Negative Declaration for Rotterdam Junction WD#3 & #4 Water System Improvements Project NYSEFC WIIA Grant Application SEQRA
TOWN BOARD MEETING:	May 16, 2024
Background Information:	The Town is proposing to make water system improvements to the Rotterdam Junction Water Districts #3 & #4 including but not limited replacing obsolete fire hydrants, replacing non-functional valves, upsize water mains on side streets, loop dead end water mains, additional well water source, remove dead end pipe on Iroquois Road, and piping modifications at the well field.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and requires environmental review prior to the Town Board making a decision on the request.
Recommendation(s):	Town Board consider the issuance of a Negative Declaration on the proposed Rotterdam Junction WD #3 & #4 Water System Improvements Project.
Attachment/Document(s):	Draft Negative Declaration SEQR Full EAF Agency Response Letters
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

SEQR
Negative Declaration
Notice of Determination of Non-Significance

Lead Agency:	Town of Rotterdam	Project #(if any)	GNY02WD-23351
Address:	Town Hall 1100 Sunrise Blvd. Rotterdam, NY 12306		
		Date:	May 3, 2024

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

The lead agency has determined that the proposed action described below will not have a significant effect on the environment.

Title of Action: Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project

SEQR Status: Type I ☒
Unlisted ☐

Description of Action:

The Town is proposing to make water system improvements to the Rotterdam Junction Water Districts #3 & #4 including but not limited replacing obsolete fire hydrants, replacing non-functional valves, upsize water mains on side streets, loop dead end water mains, additional well water source, remove dead end pipe on Iroquois Road, and piping modifications at the well field.

Location:

Town of Rotterdam, Rotterdam Junction, Schenectady County, New York

(Attach additional pages as needed)

Reasons Supporting This Determination:
The project is expected to have a minimal impact on the environment as detailed below:

Impacts on Surface Water: The project site does contain some nearby wetlands that will be unaffected by this project. The project will involve the storage of 2.6 million gallons of water.

Impact on Groundwater: The project will be constructed over the existing principal aquifer that will not be impacted during construction.

Impact on Flooding: The project will be constructed near the floodplains that will be unaffected.

Impact on Historic and Archeological Resources: The project is near sensitive archeological areas that will not be impacted by construction.

Impact on Noise, Odor, and Light: There will be a temporary impact to noise levels during construction due to heavy equipment use during the construction phase of the project only.

For Further Information:

Contact Person:	Mollie Collins, Town of Rotterdam Supervisor
Address:	1100 Sunrise Blvd.
	Rotterdam, NY 12306
Phone No.:	518-355-7575

Copies of this Notice Sent to:
Commissioner - Department of Environmental Conservation, 625 Broadway, Albany, NY 12233-3506

Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located

Main office and appropriate regional office of lead agency.

Applicant and All other involved agencies

NOTE: Negative Declarations for Unlisted Actions need not be filed with DEC or any other agency (see 617.7(a)).

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project		
Project Location (describe, and attach a general location map): Rotterdam Junction, Schenectady County, NY		
Brief Description of Proposed Action (include purpose or need): The Town is proposing to make water system improvements to the Rotterdam Junction Water Districts #3 & #4 including but not limited replacing obsolete fire hydrants, replacing non-functional valves, upsize water mains on side streets, loop dead end water mains, additional well water source, remove dead end pipe on Iroquois Road, and piping modifications at the well field.		
Name of Applicant/Sponsor: Town of Rotterdam	Telephone: 518-355-7575 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Blvd.		
City/PO: Rotterdam	State: NY	Zip Code: 12306
Project Contact (if not same as sponsor; give name and title/role): Jeffrey Trzeciak, PE	Telephone: 518-382-1774 E-Mail: jtrzeciak@primeeng.com	
Address: 100 Great Oaks Blvd. Suite 114		
City/PO: Albany	State: NY	Zip Code: 12203
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Town of Rotterdam Town Board - SEQRA review, plan review, & funding.	SEQRA 4/4/24.
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	NYSDOH, NYSEFC, NYSDOT, & NYSDEC - SEQRA review, review of plans, & permits.	SEQRA 4/4/24.
h. Federal agencies ☑Yes☐No	USACOE - Review of plans & permits.	SEQRA 4/4/24.

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):

Remediaton Sites:447001, 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. If Yes, what is the zoning classification(s) including any applicable overlay district? R-1 One Family Residential, R-2 Two Family Residential, B-1 Retail Business, and B-2 General Business.	☑ Yes ☐ No
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? If Yes, *i.* What is the proposed new zoning for the site? ______	☐ Yes ☑ No
C.4. Existing community services.	
a. In what school district is the project site located? Rotterdam Mohonasen Central School District.	
b. What police or other public protection forces serve the project site? Rotterdam Town Police Department and NYS Police.	
c. Which fire protection and emergency medical services serve the project site? Rotterdam Junction Fire District and Rotterdam EMS.	
d. What parks serve the project site? Sanders Town Preserve, Plotterkill Preserve, Woestina Park, and Lock 9 State Canal 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)? Water System Improvements Project.	
b. a. Total acreage of the site of the proposed action? 1.0 acres b. Total acreage to be physically disturbed? 1.0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.0 acres	
c. Is the proposed action an expansion of an existing project or use? *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: ______	☐ Yes ☑ No
d. Is the proposed action a subdivision, or does it include a subdivision? 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 ______	☐ Yes ☑ No
e. Will the proposed action be constructed in multiple phases? *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: ______	☐ Yes ☑ No

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 1
ii. Dimensions (in feet) of largest proposed structure: 10 height; 20 width; and 20 length
iii. Approximate extent of building space to be heated or cooled: 400 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: New Wellfield
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? ______
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: 720,000 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:
New wellfield.
vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _______ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No
If Yes:
i. Total anticipated liquid waste generation per day: _______________ gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

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

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

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

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: ______

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

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

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

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

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. ______

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

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

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

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

If Yes, identify:

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

Heavy construction equipment and delivery vehicles omly during construction phase.

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

Generators for temporary power during construction phase only.

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:

6kW hrs per day.

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

Local utility power company.

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 to 5pm
- Saturday: 7am to 5pm
- Sunday: ______
- Holidays: ______

ii. During Operations:

- Monday - Friday: 7am to 5pm for O&M purposes.
- Saturday: ______
- Sunday: ______
- Holidays: ______

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:

Excavator, pavement cutting, tree cutting, loaders, pavers, Monday-Friday, intermittently and only during construction.

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

Describe: Minor tree and brush cutting and removal along edge of pavement in R.O.W.

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	0.50	0.50	0.00
• Forested	0.00	0.00	0.00
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.25	0.25	0.00
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.10	0.10	0.00
• Wetlands (freshwater or tidal)	0.15	0.15	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• 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): 447001

☐ 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): 447001, 447021

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? > 6.5 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:

Howard Gravelly Silt Loam	40 %
Unadilla Silt Loam	9 %
Varies	51 %

d. What is the average depth to the water table on the project site? Average: > 6.5 feet

e. Drainage status of project site soils:
☑ Well Drained: 60 % of site
☑ Moderately Well Drained: 20 % of site
☑ Poorly Drained 20 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 96 % of site
☑ 10-15%: 3 % of site
☑ 15% or greater: 1 % 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 876-113, 876-8, 876-105, 876-106, 876-109, 876-108 Classification C, A
- Lakes or Ponds: Name ______ Classification ______
- Wetlands: Name Federal Waters, NYS Wetland, Federal Waters, Fe... Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) RJ-1, P-12, P-13

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:
Name - Pollutants - Uses:Minor Tribs to Mohawk River – Unknown Toxicity – Recreation;Habitat/Hydrolgy;Aquatic Life

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:

Bald & Golden Eagles
Monarch Butterfly
Northern Long-eared Bat
Migratory Birds
Tri-colored Bat

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): _____

Bald Eagle

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: SCHE001

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? If Yes: *i.* Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District *ii.* Name: Eligible property:Five-bay Frame Farmhouse, Barn Complex, Eligible property:Frame Farmhouse and Barn, Eligible proper... *iii.* Brief description of attributes on which listing is based:	☑ Yes ☐ No
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? If Yes: *i.* Describe possible resource(s): ______ *ii.* Basis for identification: ______	☐ Yes ☑ No
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? 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.	☐ Yes ☑ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: *i.* Identify the name of the river and its designation: ______	☐ Yes ☑ No
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 Mollie Collins Date 4/3/2024

Signature Mollie A. Collins Title Town Supervisor

PRINT FORM

Agency Use Only [If applicable]

Project : Water System Improvements

Date : 5/3/24

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. ☑NO ☐YES
(See Part 1. D.2.f., D.2.h, D.2.g)
If "Yes", answer questions a - f. If "No", move on to Section 7.

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

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑NO ☐YES
If "Yes", answer questions a - j. If "No", move on to Section 8.

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

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

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

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

9. **Impact on Aesthetic Resources** The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) *If "Yes", answer questions a - g. If "No", go to Section 10.*	☑ NO	☐ YES	
	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: ____ ____		☐	☐

10. **Impact on Historic and Archeological Resources** The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) *If "Yes", answer questions a - e. If "No", go to Section 11.*	☐ NO	☐ YES	
	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: ____	E3g	☑	☐

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

11. Impact on Open Space and Recreation

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

☑ NO ☐ YES

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

12. Impact on Critical Environmental Areas

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

☑ NO ☐ YES

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

13. Impact on Transportation

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

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

14. Impact on Energy

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

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

15. Impact on Noise, Odor, and Light

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

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

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

16. Impact on Human Health

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

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

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
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, Elb	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: ______________________________		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

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

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project : Water System Improvements

Date : 5/3/24

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Impacts on Surface Water: The project site does contain some nearby wetlands that will be unaffected by this project.

Impact on Groundwater: The project will be constructed over the existing principal aquifer that will not be impacted during construction. The project will also include a new well field that will draw approximately 720,000 gallons per day.

Impact on Flooding: The project will be constructed near the floodplains.

Impact on Historic and Archeological Resources: The project is near sensitive archeological areas that will not be impacted by construction.

Impact on Energy: The new proposed well field will draw approximately 6kW hours per day.

Impact on Noise, Odor, and Light: There will be a temporary impact to noise levels during construction due to heavy equipment use during the construction phase of the project only.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Comment response letter from United States Department of the Interior Fish and Wildlife Service dated 4/9/24, SHPO dated 4/15/24, & NYS Agriculture & Markets dated 5/2/24.

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

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

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

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

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

Name of Action: Town of Rotterdam Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project

Name of Lead Agency: Town of Rotterdam Town Board.

Name of Responsible Officer in Lead Agency: Mollie Collins

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: Date:

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Mollie Collins

Address: 1100 Sunrise Blvd., Rotterdam, NY 12306

Telephone Number: 518-355-7575

E-mail: mcollins@rotterdamny.org

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

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

PRINT FULL FORM

New York State
Parks, Recreation and
Historic Preservation

KATHY HOCHUL
Governor

RANDY SIMONS
Commissioner *Pro Tempore*

April 15, 2024

Jeffrey Trzeciak
Senior Project Manager II
PRIME AE Group of NY
100 Great Oaks Blvd.
Suite 114
Albany, NY 12203

Re: NYSEFC
Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project,
Rotterdam Junction, Town of Rotterdam, Schenectady County, NY
24PR03118

Dear Jeffrey Trzeciak:

The State Historic Preservation Office (SHPO) understands that there are temporal and financial concerns regarding this project that require a letter from the SHPO so that funds may be committed. The SHPO does not oppose the obligation of funds if there is a commitment from the Town of Rotterdam to conduct any SHPO-recommended cultural resource investigations prior to construction, with NYSEFC's concurrence. The SHPO appreciates the opportunity to comment on this information.

Please contact me at Josalyn.Ferguson@parks.ny.gov with any questions you may have.

Sincerely,

Josalyn Ferguson, Ph.D.
Scientist – Archaeology

via email only

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Peebles Island, PO Box 189, Waterford, New York 12188-0189
(518) 237-8643 • https://parks.ny.gov/shpo

NEW YORK STATE OF OPPORTUNITY. | Agriculture and Markets

KATHY HOCHUL
Governor

RICHARD A. BALL
Commissioner

May 2, 2024

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY 12306

RE: SEQR – Rotterdam WSIP

Dear Supervisor Collins,

The Department does not object to the request by the Town of Rotterdam Board's request to act as Lead Agency pursuant to Sections 617.6(b)(2) and (3) of 6 N.Y.C.R.R. of the Environmental Conservation Law. Based upon information provided, it appears that the proposed action will occur partially within a county adopted, State certified, agricultural district.

Because the proposed action could occur within an agricultural district, protection of farmland in the wake of public projects that benefit the residents of a municipality is a priority of the Department of Agriculture and Markets. A link to the Department's webpage is provided in this document. This site provides guidelines in regard to various construction projects on agricultural lands. These documents will provide you with some standards to follow and will address some of the possible concerns during construction. This includes the adoption of a lateral restriction resolution for any new water main that would be installed within an agricultural district.

https://agriculture.ny.gov/land-and-water/about-agricultural-districts#notice-of-intent-requirement

Section 305(4) of the Agriculture and Markets Law (AML) requires any state agency, public benefit corporation or local government which intends to acquire land or any interest therein within a state certified agricultural district in excess of one acre on an actively operated farm or in excess of ten acres within the district, or which intends to construct or advance public funds for the construction of dwellings, commercial, or industrial facilities, or water or sewer facilities to serve non-farm structures, to file a Final Notice of Intent with the Commissioner of Agriculture and Markets and with the County Agricultural and Farmland Protection Board.

If you have any questions concerning the processes noted, please contact me at (518) 457-6320

.

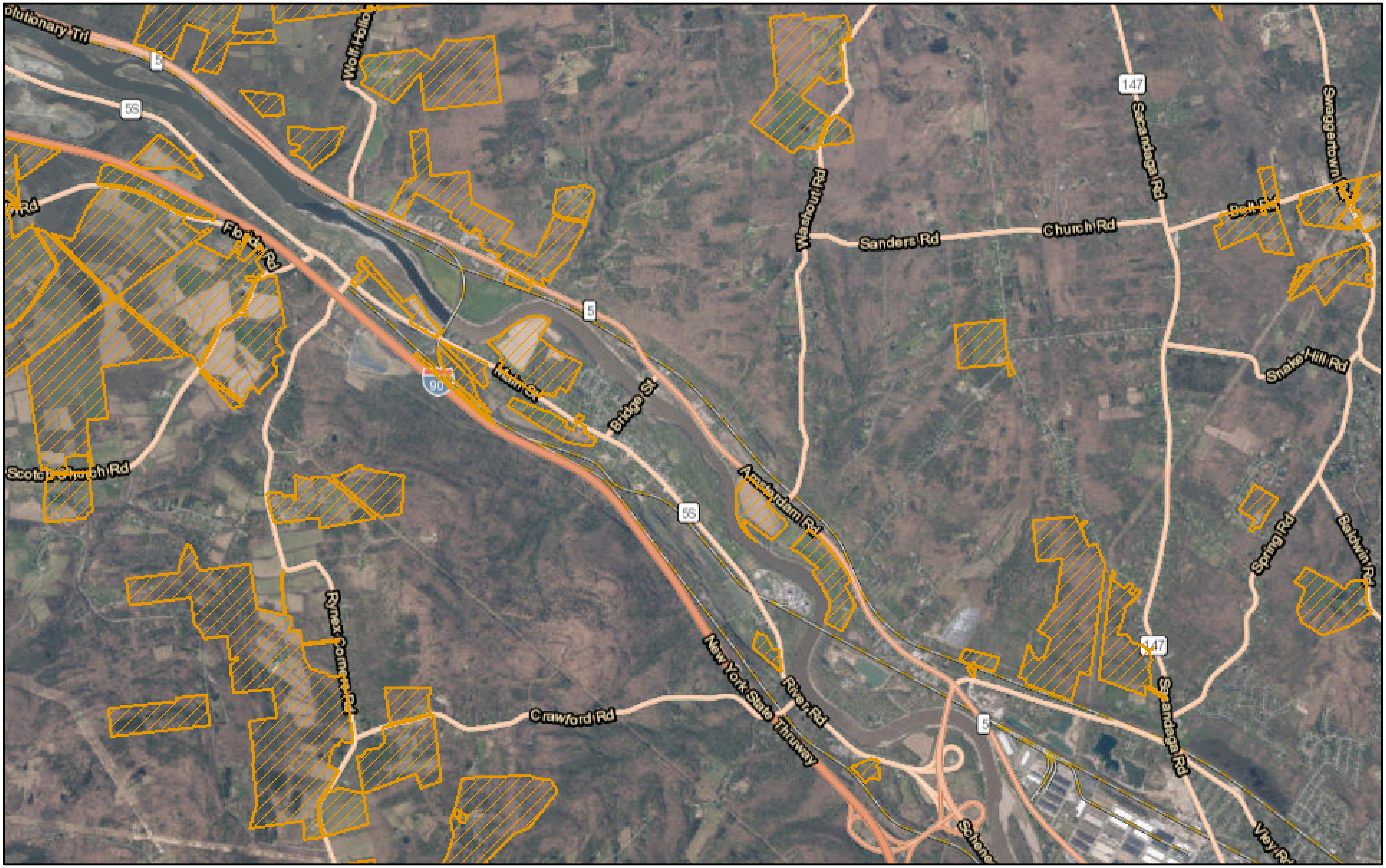
Sincerely,

Judy Littrell, Senior Environmental Analyst

Enc.
Cc:

Schnectady County AFPB
Jeff Trzeciak, Project Engineer

Town of Rotterdam WSIP



May 2, 2024

Agricultural Districts

1:72,224

0 0.45 0.9 1.8 mi

0 0.5 1 2 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, NYS ITS Geospatial Services, NYS ITS Geospatial Services, Westchester County GIS

Judy Littrell 02-MAY-2024 @ 09:27:26

May 16, 2024

United States Department of the Interior

FISH AND WILDLIFE SERVICE
New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
Phone: (607) 753-9334 Fax: (607) 753-9699
Email Address: fw5es_nyfo@fws.gov

In Reply Refer To: 04/09/2024 13:50:51 UTC
Project Code: 2024-0074419
Project Name: Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through IPaC by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see Migratory Bird Permit | What We Do | U.S. Fish & Wildlife Service (fws.gov).

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New York Ecological Services Field Office
3817 Luker Road
Cortland, NY 13045-9385
(607) 753-9334

PROJECT SUMMARY

Project Code: 2024-0074419

Project Name: Rotterdam Junction Water Districts #3 & #4 Water System Improvements Project

Project Type: Water Supply Pipeline - Maintenance/Modification - Below Ground

Project Description: Various water system improvements for the Rotterdam Junction Water Districts #3 & #4.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.8677802499999996,-74.03786838139911,14z

Counties: Schenectady County, New York

ENDANGERED SPECIES ACT SPECIES

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. This species only needs to be considered under the following conditions: ▪ This species only needs to be considered if the project includes wind turbine operations. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency:	Rotterdam town
Name:	Jeffrey Trzeciak
Address:	100 Great Oaks Blvd.
Address Line 2:	Suite 114
City:	Albany
State:	NY
Zip:	12203
Email	jtrzeciak@primeeng.com
Phone:	5183821774

51130-2-702

At a regular meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York, held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on May 8, 2024, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

____
Supervisor

____
Councilman

____
Councilman

____
Councilman

____
Councilman

In the Matter 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	PUBLIC INTEREST ORDER

WHEREAS, the Town Board of the Town of Rotterdam, Schenectady County, New York, has duly caused to be prepared, by competent engineers duly licensed by the State of New York, a map, plan and report including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the proposed 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 (together, the "Districts"), consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000; and

WHEREAS, it was expected that the apportionment of such cost between the Districts shall be as follows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200); and

WHEREAS, such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due; and

WHEREAS, the capital project hereinafter described is expected to be determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, it has been determined will not result in any significant adverse environmental impact and SEQRA compliance materials are on file in the Office of the Town Clerk where they may be inspected during regular office hours; and

WHEREAS, at a meeting of said Town Board duly called and held on April 24, 2024, an Order was duly adopted by it and entered in the minutes specifying the said Town Board would meet to consider the joint increase and improvement of facilities of Water District No. 3 and

Water District No. 4 in said Town at a maximum estimated cost of $8,600,000, and to hear all persons interested in the subject thereof concerning the same at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on May 8, 2024, at 7:00 o'clock Noon P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

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

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make 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, consisting of various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000, allocated as follows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200).

Section 2. This Order shall take effect immediately.

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

_______________________________________ VOTING ___________

_______________________________________ VOTING ___________

_______________________________________ VOTING ___________

_______________________________________ VOTING ___________

_______________________________________ VOTING ___________

The Order was thereupon declared duly adopted.

* * * * *

CERTIFICATION

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

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

1. That a meeting of the Issuer was duly called, held and conducted on the 8th day of May, 2024.
2. That such meeting was a **special** **regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

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

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

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

____
Town Clerk

(CORPORATE
SEAL)

51130-2-702

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 ____, and upon roll being called, the following were

PRESENT:

ABSENT:

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

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

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 ____________________________, seconded by Councilmember ______________________,

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			
Mastroianni			
Gallucci			
Schlag			
Collins			

The resolution was thereupon declared duly adopted.

* * * * * *

CERTIFICATION

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

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

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** **regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

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

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

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

____
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.

/s/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.

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 9, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: Paul Sebesta, Deputy Comptroller

TITLE OF REQUEST: Public Interest Order and Bond Resolution regarding the increase and improvement of the facilities of Water District No. 3 and the Water District No. 4.

TOWN BOARD MEETING: May 16, 2024

Background Information: Town Board duly called and held on April 24, 2024, an Order adopted by the Town Board to consider the joint increase and improvement of facilities of Water District No. 3 and Water District No. 4 at a maximum estimated cost of $8,600,000.
Public hearing was held at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, on the 8th day of May, 2024, at 7:00 o'clock P.M. to hear public comments regarding the improvements and subsequently vote to approve or deny the accompanying bond resolution based upon the previously known considerations and public comments.

Evaluation/Analysis: Such cost shall be annually apportioned among such Districts and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said District as follows: Water District No. 3: 96.8% ($8,324,800), and Water District No. 4: 3.2% ($275,200).

Recommendation(s): Vote on the Bond Resolution regarding the increase and improvement of the facilities of Water District No. 3 and the Water District No. 4.

Attachment/Document(s): Public Interest Order and Bond Resolution prepared by ORRICK, Bond Counsel

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: ORRICK - Bond Counsel

State of New York
County of Schenectady
ss.;

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

1 insertion(s):

04/26/2024

______________________________ (signature)

Randall W. Lewis (printed name)

NOTARY PUBLIC
Sworn to me on this 26 day of April 2024

Notary Signature: Heather E. Walker

Heather E Walker
NOTARY PUBLIC STATE OF NEW YORK
Registration No. 01WA6422732
Qualified in Schenectady County
Commission Expires 09/27/2025

TOWN OF ROTTERDAM
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 8th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan, report, including an estimate of cost in relation to the proposed joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, in said Town, being the various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the Districts shall be as fol-

lows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200).
The improvements as described above are expected to be determined to be an "Unlisted Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") as to which it is expected to be determined that same will not result in any significant adverse environmental effects. The map, plan, and report for said improvements prepared by a competent engineer licensed by the State of New York and SEQRA compliance materials are available for inspection at the Office of the Town Clerk where they may be inspected during normal business hours. At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Rotterdam, New York, April 24, 2024.
Town Clerk

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK
Diane M. Marco
Town Clerk
9957

4/26/24

Legals

TOWN OF ROTTERDAM
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam, Schenectady County, New York, will meet at the Rotterdam Junction Volunteer Fire Department #1, in Rotterdam Junction, New York, in said Town, on the 8th day of May, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan, report, including an estimate of cost in relation to the proposed joint increase and improvement of the facilities of Water District No. 3 and Water District No. 4, in said Town, being the various water system improvements, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of $8,600,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned among such Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each District in the manner provided by law. It is expected that the apportionment of cost between the Districts shall be as follows: Water District No. 3: 96.8% ($8,324,800) and Water District No. 4: 3.2% ($275,200).

The improvements as described above are expected to be determined to be an "Unlisted Action" pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") as to which it is expected to be determined that same will not result in any significant adverse environmental effects. The map, plan, and report for said improvements prepared by a competent engineer licensed by the State of New York and SEQRA compliance materials are available for inspection at the Office of the Town Clerk where they may be inspected during normal business hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Rotterdam, New York, April 24, 2024.
Town Clerk

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK
Diane M. Marco
Town Clerk
9957

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 ________________________,

seconded by Councilmember ______________________,

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			
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 9, 2024

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: NYCLASS Investment Program

TOWN BOARD MEETING: May 16, 2024

Background Information: Over the past two years the Town has purchased Treasury Bills as the primary investment vehicle. To maximize the interest earnings of the Town's idle funds it is beneficial to also have a liquid investment option available to stay fully invested. The NYCLASS investment pool, which started in 1989, now has more than $13 billion in assets and over 1,380 participants and offers an investment option that allows for daily withdrawals that would meet the Town's needs.

Evaluation/Analysis: NYCLASS invests public-sector funds only in securities legally permitted under New York GML. NYCLASS is rated 'AAAm' by S&P Global Ratings. NYCLASS only invests in investments legally permitted under New York State General Municipal Law and conform with the Town of Rotterdam's investment policy.

Recommendation(s): Authorize the Town of Rotterdam to participate in the NYCLASS.

Attachment/Document(s): NYCLASS Information Statement, Municipal Cooperation Agreement, and Registration Packet

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): The NYCLASS conforms with all applicable federal and NY State legal requirements, including third party collateralization.

LEGISLATION WILL BE PREPARED BY: Supervisor's Office, NYCLASS

NYCLASS®

Information Statement

August 2023

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General Information

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, highly liquid investment fund designed specifically for the public sector. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to maximize safety and liquidity while generating a competitive yield.

Participation is available to any municipal corporation or special purpose district empowered under New York State Statute including counties not within the City of New York, cities, towns, villages, school districts, fire districts, and boards of cooperative educational services.

NYCLASS is subject to the terms of the October 20, 1999, NYCLASS Municipal Cooperation Agreement (the Agreement), as amended August 1, 2023, and is structured in accordance with New York State General Municipal Law (GML), Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998. All NYCLASS investment and custodial policies are in accordance with GML and Sections 10 and 11 (as amended by Chapter 708 of the Laws of 1992). The Agreement is between the Village of Rhinebeck (Lead Participant) and each district and/or municipal corporation that formed the original NYCLASS fund or that subsequently elects to participate. All parties to the Agreement are collectively referred to as "the Participants."

NYCLASS is rated 'AAAm' by S&P Global Ratings. According to S&P, a fund rated 'AAAm' demonstrates an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. These ratings are neither a market rating nor a recommendation to buy, hold, or sell the securities by the rating agencies.

NYCLASS Governing Board

The Agreement is administered by an elected Governing Board (the Board) of up to 15 members. A Board Member must be either a Participant's Chief Fiscal Officer or another designated officer or employee of the Participant who has knowledge and expertise in financial matters.

The powers and responsibilities of the Board include:

- Administering all aspects of the Agreement
- Entering into appropriate contracts to assist in the management of the Agreement
- Monitoring compliance with the investment policy, maturity limitations, and reporting and disclosure requirements established under the Agreement
- Testing the investments made pursuant to the Agreement at least once a month for sensitivity to changes in interest rates
- Disclosing to Participants any rating or change in rating from a nationally recognized statistical rating organization

The Board invests cooperative funds only in securities that are legal for public funds investment in New York. The Board limits these investments to repurchase agreements collateralized 102% with U.S. Treasury securities and agency securities backed by the full faith and credit of the U.S. government, U.S. Treasury bills and notes, obligations of the state of New York, collateralized bank deposits, and other U.S. government guaranteed obligations.

Authorized Investments

NYCLASS invests only in securities that are legal pursuant to GML; for further information, please read the NYCLASS Investment Policy.

- U.S. Treasuries
- Obligations of the State of New York
- Collateralized Bank Deposits
- Repurchase Agreements

Investment Risks

Participants should specifically consider the following risks before deciding to invest in NYCLASS. The following summary does not purport to be comprehensive or definitive of all risk factors. Investing involves risks including the possible loss of principal.

There are several risks associated with pooled investments.

The prices of the fixed-income securities in the fund will rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed-income securities fall. However, market factors, such as demand for particular fixed-income securities, may cause the price of certain fixed-income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed-income securities with longer maturities. The Investment Advisor will seek to manage this risk by purchasing short-term securities.

Stable Net Asset Value Risks

Although NYCLASS will be managed to maintain a stable NAV of $1.00 per share, there is no guarantee that it will be able to do so.

Investment Not Insured or Guaranteed

An investment in NYCLASS is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Liquidity Risk

The fund is subject to certain liquidity risks in which the size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size may impact the Investment Advisor's ability to sell investments in a timely fashion or at or near fair value in order to fulfill a Participant's redemption request.

Market Risk

Market risk is the risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.

Issuer Risk

The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.

Default Risk

The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

Professional Services Engaged by the Board

The Board enlists the services of several professionals to fulfill its administrative responsibilities: A Fund Administrator, an Investment Advisor, an Independent Auditor, Legal Counsel, and a Custodial Bank.

Fund Administrator/Investment Advisor:

Public Trust Advisors, LLC (Public Trust), an SEC-registered investment advisor, provides daily market reports and proposed investment strategies to the Lead

Participant's Fiscal Officer who, in turn, directs investment transactions on behalf of all NYCLASS Participants. Public Trust also performs a monthly "stress test" on the NYCLASS portfolio to determine its sensitivity to interest rate volatility and makes the necessary surveillance filings with S&P Global Ratings related in accordance with their 'AAAm' rating guidelines.

Custodian:

U.S. Bank. provides third-party custody services for the NYCLASS portfolio. The Custodian is responsible for the receipt and safekeeping of all cooperatively invested NYCLASS assets that are held in a segregated trust company institutional custody account.

Auditors:

Cohen & Company conducts an annual independent audit of the NYCLASS fund. Copies of the audit are distributed to all Participants and the New York State Comptroller.

Fund Objectives

In all its investments, NYCLASS seeks to maximize safety, liquidity, convenience, and competitive rates of return. The portfolio strategy is to be fully invested each night to maximize yields.

Safety

Besides investing public-sector funds only in securities legally permitted under New York law, NYCLASS offers the additional strength of its 'AAAm' rating by S&P Global Ratings as well as the security of an annual audit by an independent outside audit firm, Cohen and Company.

To further enhance safety, portfolio investments are carefully balanced to correspond with Participants' anticipated cash flow needs as well as to minimize the effects of market volatility.

Several security features are also in place to protect against fraud or error. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts.

Liquidity

Participants may conduct transactions (deposits, withdrawals, or transfers) on any normal business day. All portfolio investments are carefully selected to ensure that cash is available whenever needed. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance requirement or transaction size.

Convenience

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day using the NYCLASS online transaction system. In the unlikely event that the online transaction portal is unavailable, NYCLASS Participants may contact the Client Service team at (855) 804-9980 for further assistance.

Any transaction made with the proper notification to NYCLASS Client Services before 12:00 p.m. ET on a business day will be posted and, if appropriate, begin earning interest on that day; transactions made after 12:00 p.m. ET will be posted the next business day. All transactions are confirmed same day. Participants may also schedule transaction in advance to anticipate important draw dates. This "predating" function avoids timing problems and ensures that cash is available to meet specific payroll or other cash needs.

Participants may establish any number of NYCLASS subaccounts to track and parallel their own internal fund accounting structures. Although all investment and payment forms have been designed to be simple and user-friendly, we can also customize account information to meet special needs. Participants may contact the Public Trust Client Service Team on any business day to get specific account information or for other assistance.

Comprehensive monthly statements provide a detailed account history including daily account activity and transaction numbers. These statements have been designed specifically to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for Participants' investment records.

Rates of Return

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in NYCLASS can take advantage of economies of scale relative to purchasing power and transaction and clearance costs as well as custody arrangements. Overall portfolio performance is enhanced by the different cash-flow cycles of the various Participants.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith. The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than $.005 per share. The fund will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed $.005 per share, a portfolio's net asset value per share will change from $1.00 or be maintained at $1.00 per share by retention of earnings or the reduction on a pro rata basis of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of NYCLASS to maintain a net asset value of $1.00 per share, but for the reasons herein stated, there can be no assurance that the net asset value will not vary from $1.00 per share. The net asset value per share of NYCLASS may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the fund. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations. Net investment income is declared and distributed daily via a daily dividend factor that is determined by dividing net investment income by joint value. The daily dividend factor is multiplied by the total dollars in each Participant's account to arrive at a dividend that is then added to the Participant's balance. The daily dividend factor is also used to calculate the daily interest rate which is the daily dividend factor multiplied by the number of days in the year. For convenience, the daily interest rate is summarized in Participants' monthly statements.*

All expenses related to operating NYCLASS are encompassed in a single management fee that is deducted from portfolio earnings prior to the recording of daily investment results. The Governing Board has entered into an agreement with Public Trust Advisors, LLC. Public Trust is paid a fee on a sliding scale. The maximum fee is 15 basis points on assets up to $1 billion, 14 basis points on the next billion, and 12 basis points on assets over $2 billion. Fees accrue daily and are paid monthly in arrears. Fees may be waived or abated at any time in the sole discretion of the Fund Administrator/Investment Advisor.

The Fund Administrator/Investment Advisor fees cover the following costs and expenses of NYCLASS operation:

- Custodian fees
- Third parties retained by the Administrator/Investment Advisor
- Investment Property and record keeping expenses
- Securities clearance transaction charges
- Outgoing wire charges of the Custodian
- Auditor and legal counsel charges
- Expenses related to all NYCLASS sales and marketing
- NYCLASS website and maintenance
- Valuation of the Investment Property
- Board of Trustee meeting charges
- The cost of obtaining a rating from a nationally recognized statistical rating organization

Joining NYCLASS

In order to join NYCLASS, Participants must approve the NYCLASS Agreement by a majority vote of their governing body. Once the Lead Participant has received and, through the Fund Administrator, processed the fully executed Municipal Cooperation Agreement and Authorizing Resolution, the Custodian will be notified, and participation can begin. A representative of the Fund Administrator will then inform the new Participant of the fund's contribution, withdrawal, and transfer procedures; establish the requisite accounts and bank wiring instructions; obtain authorized signatures; set up security arrangements; and answer any questions.

For additional information about the fund, please visit the NYCLASS website or contact us via phone at (855) 804-9980 or via email at clientservices@newyorkclass.org.

Any Participant may withdraw from the Agreement at any time upon written notice to the Lead Participant and the Governing Board. This document is intended to provide general information about NYCLASS, a cooperative investment fund designed for New York public entities. The specific terms of the fund are fully defined by the terms of both the NYCLASS Municipal Cooperation Agreement and New York State General Municipal Law.

*Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk. Click here for more information. NYCLASS is not a bank. An investment with NYCLASS is not guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although NYCLASS seeks to preserve your investment at $1.00, it cannot guarantee it will do so. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

05/23 Managed by Public Trust Advisors, LLC

Contact Information

NYCLASS
2529 Route 52, Suite 202
Hopewell Junction, NY 12533
(855) 804-9980
www.newyorkclass.org

NYCLASS®

Municipal Cooperation Agreement

August 1, 2023

New York Cooperative Liquid Assets Securities System

MUNICIPAL COOPERATION AGREEMENT

Pursuant to New York General Municipal Law, Articles 3-A and 5-G

AMENDED AND RESTATED

AS OF AUGUST 1, 2023

Among

THE DISTRICTS AND MUNICIPAL CORPORATIONS
THAT HAVE ADOPTED THIS AGREEMENT

as Participants

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MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), amended and restated as of October 20, 1999, amended March 28, 2019, and further amended August 1, 2023, by and among the Village of Rhinebeck and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 8.1. hereof (collectively, together with the Village of Rhinebeck, the Participants).

WITNESSETH:

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds, and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including but not limited to a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations 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, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the chief fiscal officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

WHEREAS, the Participants include all of the Participants under the Municipal Cooperation Agreement made pursuant to New York General Municipal Law, Article 5-G, Section 119-o, as of September 19, 1989, as amended and restated as of July 20, 1992, October 30, 1999, April 23, 2012, March 14, 2014, and March 28, 2019 by and among the Participants who have approved this amendment and restatement thereof and additional districts and municipal corporations that have determined to enter into this Agreement subsequent to the date of its amendment and restatement;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to the Agreement as heretofore in effect) as follows:

ARTICLE I

DEFINITIONS

"**Administrator**" means any person or persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

"**Affiliate**" means, with respect to any person, another person directly or indirectly in control of, controlled by, or under common control with such person or any officer, director, partner, or employee of such person.

"**Balance"** for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses, and investment results.

"**Business Day**" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in New York City, New York, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"**Chief Fiscal Officer**" or "**Fiscal Officer**" of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment, and administration of funds. For purposes of this Agreement, each Participant shall be deemed, at any time, to have only a single Fiscal Officer.

"**Cooperative Investment Agreement**" or "**Agreement**" means this temporary investment of moneys by more than one municipal corporation pursuant to a Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

"**Contribution Procedures**" means the procedures for making contributions to the Investment Property adopted from time-to-time by the Governing Board.

"**Custodian**" means any person or persons appointed, employed, or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

"**Custody Agreement**" means the agreement between the Lead Participant and a Custodian as the same may be amended from time-to-time.

"**Fund**" means a group or category of Permitted Investments established, maintained, and liquidated from time-to-time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

"**Governing Board**" shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

"**Investment Advisor**" means any person or persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

"**Investment Policy**" means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A and Exhibit B as the same may be amended from time-to-time pursuant to Section 11.2 hereof.

"**Irrevocable Letter of Credit**" means an irrevocable letter of credit issued in favor of every Participant in the Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or in the case of a bank that is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable Federal minimum risk-based capital requirements.

"**Investment Liability**" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

"**Joint Agreement**" means any agreement entered into by the Governing Board pursuant to this Agreement.

"**Investment Property**" means any and all property, real, personal, or otherwise, tangible or intangible, comingled within a Fund, that is transferred, conveyed, or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof used to discharge a Liability or offset by losses and expenses.

"**Investment Property Value**" means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures.

"**Laws**" means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions, or decrees of any government or political subdivision or agency thereof or any court or similar entity established by any thereof.

"**Lead Fiscal Officer**" means, at any time, the Fiscal Officer of the Lead Participant at such time.

"**Lead Participant**" means any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board and is appointed by an amendment hereto as provided in Section 11.2.

"**Payment Procedures**" means the procedures for requesting payments out of the one or more of the Funds as adopted from time-to-time by the Governing Board.

"**Permitted Investments**" means the types of investments set forth under the heading "Legally Permitted Investments" in Exhibit A hereto, as the same may from time-to-time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the state in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country, or a foreign branch of the Custodian or in a United States bank's office or branch located in a foreign country.

"**Person**" means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, or agency of any government.

"**Services Agreement**" means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time-to-time, providing for administrative and investment advisory services to the Governing Board.

"**Total Balances**" means the aggregate total of the Participants' balances within a Fund.

"**Valuation Procedures**" means the procedures for determining the Investment Value adopted from time-to-time by the Governing Board.

ARTICLE II

CONTRIBUTIONS, ADJUSTMENTS, AND PAYMENTS

2 .1. General.

Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion, or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant's rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

2.2. Cash Contributions.

Unless otherwise determined by the Governing Board, each Participant may, from time-to-time, increase its balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

2.3. Other Contributions.

If previously approved by the Governing Board, each Participant may, from time-to-time, transfer to the Custodian for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer, and its balance shall be increased by the amount or according to the formula specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole as evidenced by its adoption thereof.

2.4. Adjustments.

(a) Immediately upon the determination of the Investment Value on each business day pursuant to Section 2.4 (b) hereof or from time-to-time pursuant to Section 2.4 (c) hereof, the Participants' balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the total balances shall be equal, as nearly as practical, to the Investment Value as so determined.

(b) The Investment Value shall be determined once on each business day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing Board may determine the Investment Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time-to-time by the Governing Board.

(e) For purposes of calculating the Investment Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Governing Board.

(f) A Participant's balance can also be adjusted as provided in section 2.7 hereof.

2.5. Payments.

(a) Subject to the terms and conditions of the Agreement:

(i) each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid out of the Investment Property to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time-to-time, in its discretion, pay to a Participant out of the Investment Property any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's balance at the time payment is made.

(c) Whenever any payment is made to or on behalf of any Participant out of the Investment Property, such Participant's balance shall be reduced by the amount of such payment.

2.6. Suspension of Requests; Postponement of Payments.

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or New York state authorities; or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

2.7. Records.

The Governing Board shall, or shall cause the Administrator to, collect and maintain for three years (or such longer period as may be required under any applicable laws) written records of all transactions affecting the Investment Property or the balances including but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' balances; and (f) the current balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

2.8. Confirmation.

Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following business day after the contribution or distribution occurs.

ARTICLE III

THE LEAD PARTICIPANT

3.1. Term.

The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof, or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

3.2. Resignation.

The Lead Participant may resign as Lead Participant only upon giving at least ninety days' written notice of such resignation to the Governing Board.

3.3. Function.

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the Governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more Sub-Custodians from time-to-time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

3.4. Lead Fiscal Officer.

The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

ARTICLE IV

THE GOVERNING BOARD

4.1. General.

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in the Agreement as of April first of each year provided, however, that in no event shall the numerical membership be less than three except in those instances where this Agreement has only two Participants in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the governing Board may designate a representative to attend meetings, vote, or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

4.2. Terms and Election of Governing Board Members.

Of the initial Governing Board members, one-third shall serve one-year terms, one-third shall serve two-year terms, and one-third shall serve three year terms. Thereafter, all Governing Board members shall serve three-year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held eighty-five days after the date on which the participants enter into this Agreement. Thereafter, the Governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

4.3. Vacancies on the Governing Board.

If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant; the municipal corporation he or she represents is no longer a Participant in the Agreement; or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief Fiscal Officer to fill the vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

4.4. Powers and Responsibilities of the Governing Board.

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of the Agreement; (iii) monitoring compliance with the investment policy established under this Agreement; (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement at least once a month for sensitivity to changes in interest rates; (the Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio); (vii) to secure an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, Independent Auditor, Custodial Bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law subject to a request for proposal process at least every three years; (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11of the General Municipal Law; and (iv) the charges, fees, and other compensation for any contracted serves shall be clearly stated in written service contracts.

4.5. Delegation of Powers.

The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead Participant provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this

Agreement and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

4.6. Investment Powers.

The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries.

4.7. Transactions Involving Affiliates.

Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Guidelines:

(a) the Governing Board may approve, enter into, and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any affiliate, officer, director, employee, or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board including a majority of the members then in office who are not affiliates of any person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion on terms fair and reasonable to the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other person who is a party to the transaction;

(c) In the absence of fraud, a contract, act, or other transaction, made, done, or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer) is valid, and no advisor, Participant, affiliate, member of the Governing Board, officer, employee, or agent of any of the foregoing (including but not limited to the Lead Participant) shall have any liability by reason of one or more of such persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with such contract, act, or transaction or any party thereto provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act, or other transaction in writing; and

(d) any advisor, Participant, affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, advisor, or employee of any person have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation, or disposition of securities, investments, and funds for such person's own account or for the account of other person(s). No person shall have any obligation to present to the Governing Board any investment opportunity that comes to him an any capacity other than solely as advisor, Lead Fiscal Officer, or Participant, even if such opportunity is of a character which, if presented to the Governing Board could be taken by the Governing Board.

4.8. No Borrowing.

Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1. District or Municipal Corporation.

Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

5.2. Approvals.

Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

5.3. Hearings, Referenda, and Consents.

Each Participant hereby represents and warrants to the other participants that is has, to the extent any general or special law would require it to do so before performing by itself any function, power, or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

5.4. Execution; Enforceability.

Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

5.5. Accuracy of Certificates.

Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

ARTICLE VI

COVENANTS

6.1. Source of Contributions.

Each Participant covenants that all contributions made to the Investment Property by it shall be from funds that it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. Truth of Representations.

Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. Resignation of Lead Participant.

The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

6.4. Supplemental Information.

Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time be incomplete or false or contain material misstatements of fact or omissions that render it misleading (including but not limited to changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

6.5. Not a Money Market Fund.

No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a "Rule 2a-7- like money market fund" as that term is defined in 17 C.F.R. 270.2a-7.

ARTICLE VII

PARTICIPANTS

7.1. General.

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead Participant on behalf of the Participants in the proportion that the total amount of contributions made by that Participant bears to the total amount of contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in the Agreement, an information statement that shall include the following: (i) a brief history of the Agreement; (ii) a description of the organization and terms of the Agreement including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under the Agreement; (iii) a description of the investment objectives, policies, and practices contained in the Agreement including those pertaining to liquidity, methodology for determining Participants' interests, distribution of earnings, and calculation of yield; (iv) a description of the current investments held under the Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in the Agreement; and (vii) such other material statements that the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in the Information Statement.

7.2. Admission.

Each Participant (including but not limited to the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda, and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead Participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

7.3. Withdrawal.

Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead Participant may withdraw only upon at least ninety days' prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's balance be paid to such Participant. No withdrawal shall become effective until such Participant's balance is equal to zero and until such time, such Participant shall continue to possess all the rights and be subject to all the obligations arising from this Agreement.

7.4. Forced Withdrawal.

Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation but shall not be deemed to have requested the payment of its balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

ARTICLE VIII

STATEMENTS AND REPORTS

8.1. Market Valuation.

The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by the Agreement does not accurately reflect the value of Participants' interests in such investments.

8.2. Reports.

(i) The Governing Board shall, or shall cause the Administrator to, deliver to all Participants at least once a year a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to the Agreement including for each investment the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield, and weighted average maturity; (c) a list of the fees paid for all professional services procured under the Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investments made pursuant to the Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement and that audit shall be made in accordance with generally accepted auditing standards. A signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under the Agreement at the beginning and end of the month; and (c) an itemization of all investments held under the Agreement as of the end of the month including the market value of each investment as of that date.

ARTICLE IX

THE INVESTMENT ADVISOR

9.1. Appointment.

The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Guidelines. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

9.2. Sub-Investment Advisors.

The Governing Board may also authorize the Investment Advisor to employ one or more sub-investment advisors from time-to-time. Any sub-investment advisor may perform such of the acts and services of the Investment Advisor and upon such terms and conditions as may be agreed upon between the Investment Advisor and such sub-investment advisor.

9.3. Funds.

The Lead Participant shall cause the Custodian to establish a primary fund (the Government Fund) for the investment of Investment Property of the Participants. The Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant have approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy made as an exhibit to this Cooperative Agreement titled "Exhibit – A" with the applicable number being inserted in the blank and discussed in an Information Statement to Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Agreement as described in Section 11.2. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

9.4. Special Subaccounts.

Notwithstanding anything in this Cooperation Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Cooperation Agreement. Such characteristics may include without limitation certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any Fund. Any special subaccount that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant with such subaccount. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Agreement as Exhibit A or if a subaccount is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund, and in no case shall it be broader than the investment policy contained in Exhibit A hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of the Cooperation Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

ARTICLE X

THE ADMINISTRATOR

10.1. Appointment.

The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under the Agreement and, consistent with the

Governing Board's ultimate responsibility as stated herein, the Governing Board shall an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other person the services of whom are obtained by the Administrator, provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more persons to serve jointly as co-administrators. The Administrator may also serve as the Investment Advisor and/or the Custodian.

10.2. Successors.

In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1and 11.2.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1. Amendment.

This Agreement, including the Exhibits hereto, can be amended by the Participants from time-to-time as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.

(b) The Governing Board shall promptly, and in any event within five business days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.

(c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.

(d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

11.2. Streamlined Steps for Certain Amendments.

The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Agent with another Participant consenting to serve as such, or to replace the Administrator or the Custodian, or to make related changes to the Agreement reasonably necessary or convenient to accommodate the Lead Agent, Administrator, or Custodian (such as, without limitation, changes to responsibilities and compensation) that are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian, or the Participant who is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) business days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

11.3. Termination.

(a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if: (i) at any time after October 20, 1999, there are fewer than two Participants; or (ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of the Agreement pursuant to this Section 11.3:

(i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;

(ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer, and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up including but not limited to the power to fulfill or discharge obligations under the Investment Agreements, collect amounts owed, sell, covey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities, and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants, and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

ARTICLE XII

MISCELLANEOUS

12.1. Governing Law.

This Agreement is executed by the Participant and delivered in the state of New York and with reference to the laws thereof and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of New York.

12.2. Counterparts.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by and such original counterpart.

12.3. Reliance by Third Parties.

Any person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a person who, according to the records maintained hereunder, appears to be a Governing Board member with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal

Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

12.4. Provisions in Conflict with Law.

The provisions of this Agreement are severable and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed to have never constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to selection of the Lead Participant, election of Governing Board members, and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

12.5. Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

12.6. No Assignment.

No Participant may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.7. No Partnership.

Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.8. Construction of Powers.

In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

12.9. Notice.

Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail and NYCLASS website posting, and (c) shall be deemed to have been given on the day of such mailing or posting.

IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and its behalf as of the date first written above.

Lead Participant

By:

Name:

Title:

EXHIBIT A

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) portfolio to the following and such other investments as may be authorized in the future for Participants under State law:

- It is the NYCLASS Governing Board's intention to maintain the value of each Participant's interest in the Cooperative investments at a stable value of $1.00.
- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
- Obligations of the State of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district or district corporation not participating in the Cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:

    1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
    2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.
    3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation.
    4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for NYCLASS's account.
    5. At the same time that NYCLASS's moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.

- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, creditworthy banks and trust companies.
- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities which have a short term issuer credit rating (actual or imputed) of at least A-1 by Standard & Poor's.

- No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated A-1+ by Standard & Poor's, then no more than 50% of the portfolio may be invested overnight with such a counterparty.

- A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

- Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and 3rd party custodians (acting for both the party and the counterparty). Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed 30 calendar days.

- Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate and GNMA I/II Others-Adjust Rate.

- Term repurchase agreements ("TRA's") are considered eligible investments under the following conditions:

    - For TRA's between 2 to 5 business days:
    - A maximum of 10% of the portfolio with any one dealer
    - For TRA's with maturities of more than 5 business days: A maximum of 5% of the portfolio
    - TRA's shall not exceed 30 calendar days

- TRA's shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

- The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the "Margin") of the aggregate Purchase Price of the Purchased Securities.

- The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply Additional Purchased Securities until such time as the Margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient Additional Securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

- The maximum final maturity per fixed rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).

- The maximum final maturity per floating rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).

- The weighted average maturity to reset cannot exceed 60 days.

- The weighted average maturity to final cannot exceed 120 days.

Executed on: June 6, 2018
Executed on: May 10, 2019
Approved on: February 16, 2024

EXHIBIT B

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) Prime portfolio to the following and such other investments as may be authorized in the future for Participants under State law:

- It is the NYCLASS Governing Board's intention to maintain the value of each Participant's interest in the Cooperative investments at a stable value of $1.00.
- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
- Obligations of, or instruments issued by or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee valley authority, the federal national mortgage association, the federal home loan mortgage corporation and the United States postal service, provided, however, that no more than two hundred fifty million dollars may be invested in such obligations of any one agency.
- Obligations of the State of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district or district corporation not participating in the Cooperative.
- General obligation bonds and notes of any state other than this state, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the state comptroller.
- Obligations of any corporation organized under the laws of any state in the United States maturing within two hundred seventy days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than

two hundred fifty million dollars may be invested in such obligations of any one corporation.

- Bankers' acceptances maturing within two hundred seventy days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the federal reserve system and whose short-term obligations receive the highest rating of two independent rating services designated by the state comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than two hundred fifty million dollars may be invested in such bankers' acceptances of any one bank or trust company

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:

    1. The moneys are invested through a bank or trust company located and authorized to do business in New York.

    2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.

    3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation.

    4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for NYCLASS's account.

    5. At the same time that NYCLASS's moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.

- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, creditworthy banks and trust companies.

- No-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, 2 as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than two hundred fifty million dollars may be invested in such funds.

- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities which have a short term issuer credit rating (actual or imputed) of at least A-1 by Standard & Poor's.

  No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated A-1+ by Standard & Poor's, then no more than 50% of the portfolio may be invested overnight with such a counterparty.

  A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

  Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and 3rd party custodians (acting for both the party and the counterparty). Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed 30 calendar days.

  Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate and GNMA I/II Others-Adjust Rate.

  Term repurchase agreements ("TRA's") are considered eligible investments under the following conditions:

      For TRA's between 2 to 5 business days:
      A maximum of 10% of the portfolio with any one dealer

For TRA's with maturities of more than 5 business days: A maximum of 5% of the portfolio.

TRA's shall not exceed 30 calendar days.

TRA's shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the "Margin") of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply Additional Purchased Securities until such time as the Margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient Additional Securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

- The maximum final maturity per fixed rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate security fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.

Executed on: November 19, 2021
Approved on: February 16, 2024

NYCLASS®

Registration Packet

Welcome to NYCLASS

Thank you for choosing NYCLASS!

This packet contains all the materials necessary to set up your NYCLASS account(s). If you have any questions about the registration process or about your NYCLASS account(s), please do not hesitate to contact us. The NYCLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (855) 804-9980 or by email at clientservices@newyorkclass.org.

NYCLASS is not a bank. An investment in NYCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although NYCLASS seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. Please read the applicable NYCLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Registration Procedures

To join NYCLASS, please complete the following:

1. Read the Municipal Cooperation Agreement (located in the Document Center at www.newyorkclass.org).
2. Pass the resolution authorizing participation in NYCLASS (page 3).
3. Complete the Entity Registration (page 4).
4. Complete the Authorized Contacts Form (pages 5/6).
5. Complete the Accounts to be Established Form (page 7); you may open as many accounts as you wish.
6. Keep the original forms for your records and send the completed packet to the NYCLASS Client Service team by fax (855) 804-9981 or by email clientservices@newyorkclass.org.

Questions? Please contact us; we would love to hear from you:

NYCLASS Client Service Team
T (855) 804-9980
clientservices@newyorkclass.org

Through the NYCLASS website, www.newyorkclass.org, Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Governing Board meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the NYCLASS program.

Municipal Cooperation Resolution

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, towns 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 ________________________________ wishes to invest portions of its available
Entity Name

investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS the ________________________________ wishes to satisfy the safety and liquidity
Entity Name

needs of their funds;

Now, therefore, it is hereby resolved as follows:

That ________________________________, ________________________________ of
Contact Name Title

________________________________ is hereby authorized to participate in the NYCLASS program under
Entity Name

the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019.

________________________________ ________________________________
Contact Signature Title

________________________________ ________________________________
Printed Name Date

Fund Registration

Entity Information

Entity Name (Participant) ______________________________

Entity Type: ☐ City/Town/Village ☐ County ☐ School District ☐ Fire District
☐ Other (Specify) ______________________________

Mailing Address ______________________________

City ______________ Zip ______________ County ______________

Physical Address (if different than above) ______________________________

City ______________ Zip ______________ County ______________

Tax ID ______________ Fiscal Year End Date (Month/Day) ______________

I authorize NYCLASS and its transfer agent and administrator to act on any instructions believed to be genuine for any service authorized on this form. I agree that NYCLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and I agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the Trust of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 12:00 p.m. ET; distribution times are subject to change as needed by the NYCLASS Administrator. Additionally, NYCLASS must be notified of any contributions by 12:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name ______________ Bank Routing Number (ABA) ______________

Account Title ______________ Account Number ______________

Bank Contact* ______________ Contact's Phone Number ______________

☐ Wire ☐ ACH ☐ Both

Additional Banking Information (Optional)

Bank Name ______________ Bank Routing Number (ABA) ______________

Account Title ______________ Account Number ______________

Bank Contact* ______________ Contact's Phone Number ______________

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the NYCLASS account, bank contact must be provided to verify bank account information

Authorized Contacts

Authorized Signers Can:	Read-Only Users Can
Approve changes to the Investor Profile Update banking/contact information Process transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

Key Contact* and Authorized Signer

Print First and Last Name ____________________ Title ____________________

Signature Required ____________________ Phone (Required) ____________________

Email (Required) ____________________ Fax ____________________

Additional Contact (Optional) Note - NYCLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Print First and Last Name ____________________ Title ____________________

***(Signature Required if Authorized Signer)** ____________________ Phone (Required) ____________________

Email (Required) ____________________ Fax ____________________

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name ____________________ Title ____________________

***(Signature Required if Authorized Signer)** ____________________ Phone (Required) ____________________

Email (Required) ____________________ Fax ____________________

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Accounts to be Established

Entity Name:____

Desired Subaccount Name(s)* i.e. General Fund, etc.:

(To be completed by Participant, **at least one Subaccount is required**)

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*Name must be limited to 35 characters

Once your NYCLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@newyorkclass.org. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the NYCLASS Client Service team.

Dual Authorization Form

Entity Name: ____

Please utilize this form to request dual authorization capabilities on your NYCLASS account. Dual authorization ensures that any transaction entered via the NYCLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note**: All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for ______________________________ (Entity Name) by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges that transactions not approved by the 12:00 p.m. ET cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

______________________________ ______________________________
Authorized Signer's Signature Date

______________________________ ______________________________
Printed Name Title

717 17th Street, Suite 1850
Denver, Colorado 80202

T (855) 804-9980
F (855) 804-9981

clientservices@newyorkclass.org
www.newyorkclass.org
Form Version 09/2023