

**MEMORANDUM OF AGREEMENT****BY AND BETWEEN****THE TOWN OF SCHODACK****AND****CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO****BRIAN BRAHM and LARRY PEREZ**

This Memorandum of Agreement by and between the Town of Schodack ("Town") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA") and Brian Brahm and Larry Perez shall set forth the parties' agreement relating to the appointment of Brian Brahm and Larry Perez as the Acting Highway Superintendent and Acting Deputy Highway Superintendent, respectively, on a temporary basis while the Town pursues the process of recruiting, interviewing, and appointing a permanent Highway Superintendent.

On a temporary basis while the Town awaits the recruitment, interviewing, and appointment of the permanent Highway Superintendent, Brian Brahm will be assigned as the Acting Highway Superintendent and Larry Perez will be assigned as the Acting Deputy Highway Superintendent. In light of being assigned as the Acting Highway Superintendent, Brian Brahm will be provided a differential of \$5.00 per hour and Larry Perez will be provided a differential of \$3.00 per hour for his assignment as the Acting Deputy Highway Superintendent.

Following the appointment of a person to the permanent (not acting) position of the Highway Superintendent by the Town, this Memorandum of Agreement will end; specifically, at that point in time, Brian Brahm and Larry Perez will no longer be provided the differential payment. More particularly, when the Town appoints a permanent Highway Superintendent to the position pursuant to the Civil Service Law, the Acting Highway Superintendent and Acting Deputy Superintendent positions being held by Brian Brahm and Larry Perez will end and no additional differential payments will be made to Brian Brahm and Larry Perez.

The parties recognize this agreement between the parties is non-precedential and only applies to the specific facts underlying the matter set forth herein.

This Memorandum of Agreement will be subject to formal approval by the Town Board.

Date: 1/21/22

  
\_\_\_\_\_  
THE TOWN

  
\_\_\_\_\_  
BRIAN BRAHM

  
\_\_\_\_\_  
TOBY GOODALL, CSEA UNIT PRESIDENT

  
\_\_\_\_\_  
LARRY PEREZ

  
\_\_\_\_\_  
ALEXANDRA MOLINA, CSEA LRS

**INTER-MUNICIPAL AGREEMENT**

This Inter-municipal Agreement ("Agreement") is made and entered into effective as of January 1, 2022 ("Effective Date") by and between Rensselaer County, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 1600 7<sup>th</sup> Avenue, Troy, New York 12180, (hereinafter referred to as the "County"), and the Town of Schodack, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 265 Schuurman Road, Castleton, New York 12033, (hereinafter referred to as the "Town"), (collectively referred to herein as the "Parties").

The Parties mutually agree as follows:

**ARTICLE I - PURPOSE**

1. The Parties will cooperatively work together to maintain certain critical resources owned by each of the Parties located within the County and the Town, including, but not limited to: The Schodack Town Park; the Papscanee Island Nature Preserve; and the County park along the Moordener Kill River and accessible from Brookview Road.

**ARTICLE II - TERM**

2. This Agreement begins on the Effective Date and ends on December 31, 2022.
3. This Agreement may be extended by the Parties by mutual agreement in writing.

**ARTICLE III - TOWN'S RESPONSIBILITIES**

4. The Town shall dedicate a full-time employee to complete the maintenance and related services required under Article I. The employee shall at all times remain under the control of the Town and shall at all times be the employee of the Town.

**ARTICLE IV - RENSSELAER COUNTY'S RESPONSIBILITIES**

5. The County agrees to cooperate with the Town in providing access to its resources set forth in Article I so that the Town is able to provide the maintenance and related services required under Article I.
6. The County shall pay to the Town the sum as set forth in Article V.

**ARTICLE V - COSTS/PAYMENTS**

7. Upon request of the Town, the County shall reimburse the Town's costs associated with this Agreement, but shall in no event exceed \$30,000 in total.

**ARTICLE VI- GOVERNING LAW**

- 8. This Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles.

**ARTICLE VII- GENERAL TERMS AND CONDITIONS**

- 9. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by writing signed by all Parties.
- 10. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 11. This Agreement shall be binding upon the Parties hereto and shall remain in effect in the event of changes to the governing board of either Party.
- 12. The headings of this Agreement are illustrative only and shall not affect interpretation of this Agreement.
- 13. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the officers below have the requisite authorization and have executed this Agreement on the date written above

County of Rensselaer

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Steven F. McLaughlin  
County Executive

Town of Schodack

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David Harris  
Supervisor

**CONTRACT ADDENDUM NO. 2022010 – 00  
(Sewer Alternatives – Wastewater to County)**

**DATED: January 21, 2022**

**TO  
Agreement for Professional Services  
(Original agreement date: January 3, 2011)**

The original Agreement, between Town of Schodack, Rensselaer County, New York, the OWNER and Laberge Group, the ENGINEER is hereby amended as follows:

This Addendum authorizes services for planning, coordination, general engineering and consultation related to installing necessary pipe connections and pumpstation modifications to direct wastewater to the Rensselaer County Sewer District No. 1. The work shall be as described in ENGINEER’s letter dated January 21, 2022 (attached) and generally consists of the preparation of a Study to review various alternatives and to identify the necessary improvements and projected costs involved.

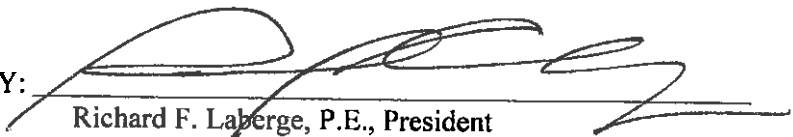
The fee for said services shall be an hourly basis not to exceed \$75,000 without further authorization. Reimbursable expenses, including those for major subconsultants and sub-contractors, are in addition to the above budget amount.

This Addendum shall be attached to and form a part of the Contract Documents.

**TOWN OF SCHODACK**

BY: \_\_\_\_\_  
Charles Peter, Supervisor

**LABERGE GROUP**

BY:   
Richard F. Laberge, P.E., President

**SETTLEMENT AGREEMENT**

This Agreement made this \_\_\_ day of January, 2022, by and among the **TOWN OF SCHODACK**, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 265 Schuurman Road, Castleton, New York (hereinafter referred to as "Schodack"), **SCHODACK REALTY**, a New York corporation organized and existing under the laws of the State of New York having its principal place of business located at 30 Commercial Drive, Castleton, New York 12033, (hereinafter referred to as the "Owner") and **SCHODACK CML, LLC**, A New York Limited Liability Company organized and existing under the laws of the State of New York having its principal place of business located at 1792 Columbia Turnpike, Schodack, New York 12033 (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, the Lessor is the owner of real property located at 1792 Columbia Turnpike, Schodack, New York 12033, a portion of which is presently leased to Schodack CML, LLC for use as a commercial baking facility, and a portion of which is presently leased to Schodack Donuts, Inc., for the use as a retail Dunkin Donuts franchise store, and;

**WHEREAS**, the Town established a sanitary sewer district known as the \_\_\_\_\_ so that the Owner and Lessee could discharge sanitary effluent into the Town's sanitary sewer system, and;

**WHEREAS**, due to elevated Ph levels in the waste water being discharged into the Town of Schodack's sanitary sewer system from the Lessees' business operations, a fine in the sum of \$30,000.00 was levied, and;

**WHEREAS**, the Owner and Lessee have paid the aforesaid fine and subsequently have constructed at their expense a waste water treatment plant located on the real property owned by the Owner, and;

**WHEREAS**, the reason for the construction of the waste water treatment plant is to treat the effluent discharged into the Town's sanitary sewer system so that the Ph level of the effluent is within the acceptable range set forth within the Town of Schodack's Sewer Use Ordinance.

**NOW, THEREFORE**, in consideration of the foregoing and other valuable consideration, the parties hereto hereby agree as follows:

1. The Owner and the Lessee represent and warrant to the Town that the water pollution control plant has been constructed in a good and workmanlike manner and that as of the date of this Agreement effluent is being discharged to the Town's sanitary sewer system in compliance with Ph levels set forth within the Town's sewer use ordinance.
2. The Owner and the Lessee shall take samples of the effluent on a weekly basis to determine compliance with the Ph levels set forth within the town sewer use ordinance; these weekly tests shall be certified by a laboratory within the State of New York to insure compliance with the Ph levels set forth within the Town's sewer use ordinance. The results of the weekly tests shall be provided in writing to the Department of the Public Works. In addition the Owner and/or Lessee shall take daily readings of the effluent to determine compliance with the Town's Ph levels set forth within its sewer use

ordinance. These daily reading shall be maintained in a logbook to be located within the office of the water pollution control plant and shall be available to Town officials within 24 hours of prior notice by the Town. Notwithstanding the foregoing, the town shall have the right to test samples of the effluent without notice to the Owner or Lessee.

3. Town officials shall be entitled to inspect the operation of the water pollution control plant upon 24 hours prior notice.
4. As built drawings of the water pollution control plant shall be provided to the Town upon execution of this Agreement.
5. The Owner and the Lessee agree to maintain the water pollution control plant in good order and condition and to repair any defects to the system if needed. The Owner and the Lessee agree to report any defects to the water pollution control plant to the Town within 24 hours of a disabling event and to repair any defect immediately so as to prevent the discharge of effluent into the Town's sanitary sewer system not in compliance with Ph levels set forth within the Town's sewer use ordinance.
6. If the Ph levels are not within the range permitted by the Town's sewer use ordinance then the Owner and Lessee shall cease discharging the effluent into the Town's sanitary sewer system until such time as the defect is determined and remedied.
7. For a period of one year after the date of execution of this Agreement the Owner and Lessee shall maintain an escrow account with the Town in the minimum amount of \$10,000 to pay for any costs incurred by the Town with respect to the operation of the water pollution control plant. Any costs incurred by the Town in excess of the minimum escrow amount shall be paid by the Owner or Lessee within ten days of presentation of the invoice by the Town to the Owner and Lessee.



8. This Agreement may not be altered or modified, except by a further Agreement in writing signed by the parties hereto. This Agreement may not be assigned by any party, shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and/or assigns.
9. This Agreement may be executed in counterparts and, taken together; such counterparts shall constitute one and the same Agreement, valid and binding on the parties. Signature via facsimile or similar electronic reproduction shall be deemed and original for the purposes of this Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date written next to their signature.

**TOWN OF SCHODACK**

By: \_\_\_\_\_

**SCHODACK REALTY**

By: \_\_\_\_\_

**SCHODACK CML, LLC**

By: \_\_\_\_\_

2022-093

	24,850	+
	1,466,000	+
	993,900	+
	843,720	-
	82,080	-
\$	<u>3,410,550</u>	*

**TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES**

FISCAL YEAR: 01/01/2022 to 12/31/2022

WARRANT DATE: 01/01/2022

STATE AID - COUNTY: \$37,118,707.00

TOWN: \$573,831.00

**MAKE CHECK PAYABLE TO:**

BANK	BILL NUMBER	PAGE
	005644	1 OF 1

SHAWN MASTERS  
RECEIVER OF TAXES  
PO BOX 436  
EAST SCHODACK, N Y 12063

**PROPERTY INFORMATION:**

**TAX MAP #: 384489 414.-590**

DIMENSION: 0.00 X 0.00

RS: 5 CLASS: 800

ADDRESS: Spec Franchise Town

SCHOOL: AVERIL PARK

FULL MARKET VALUE: 8658.00

UNIFORM % OF VALUE: 89.75

ASSESSMENT: 7771

**PROPERTY OWNER:**

Time Warner Of Albany  
PO Box 7467  
Charlotte, NC 28241-7467

**MEMORANDUM BILL**

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and also to inquire about exemptions. Any reduction in assessment will not be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
----- NON-HOMESTEAD PART					0.00
N Y MANDATES COUNTY	61750905	-5.3000	5.55518300	7771.00	43.17
CHARGE BACKS COUNTY	758927	18.1000	0.59023800	7771.00	4.59
TOWN OF SCHODACK	4111438	3.4000	3.19757000	7771.00	24.85
HIGHWAY - SCHODACK	1682777	8.6000	1.40357700	7771.00	10.91
TOWN AMBULANCE DIST	272988	11.2000	0.20158100	7771.00	1.57
EAST SCHODACK FIRE	108320	1.2000	0.74043000	3726.00	2.76
NASSAU LAKE W FIRE	146888	0.7000	0.97751100	4045.00	3.95

**PAYMENT PERIODS**

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
JAN 1	JAN 31, 2022	91.80			91.80		
FEB 1	FEB 28, 2022	91.80	0.92		92.72		
MAR 1	MAR 3, 2022	91.80	1.84		93.64		
MAR 4	MAR 31, 2022	91.80	1.84	2.00	95.64		

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$91.80</b>
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**TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES  
RECEIVERS STUB**

384489 414.-590  
Time Warner Of Albany  
PO Box 7467  
Charlotte, NC 28241-7467

**BILL NO.:** 005644  
**BANK:**  
**MUNICIPALITY:** Town of Schodack  
**SCHOOL:** AVERIL PARK

**PROPERTY ADDRESS:**  
Spec Franchise Town

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$91.80</b>
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PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT

CHECK THIS BOX IF YOU WOULD LIKE A RECEIPT

**TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES**

FISCAL YEAR: 01/01/2022 to 12/31/2022

WARRANT DATE: 01/01/2022

STATE AID - COUNTY: \$37,118,707.00

TOWN: \$573,831.00

**MAKE CHECK PAYABLE TO:**

SHAWN MASTERS  
RECEIVER OF TAXES  
P O BOX 436  
EAST SCHODACK, N Y 12063

**PROPERTY OWNER:**

Time Warner of Albany  
PO Box 7467  
Charlotte, NC 28241-7467

BANK	BILL NUMBER	PAGE
	005643	1 OF 1

**PROPERTY INFORMATION:**

**TAX MAP #: 384489 414.-589**  
 DIMENSION: 0.00 X 0.00  
 RS: 5 CLASS: 869  
 ADDRESS: Spec Franchise Town  
 SCHOOL: East Greenbush CSD  
 FULL MARKET VALUE: 510835.00  
 UNIFORM % OF VALUE: 89.75  
 ASSESSMENT: 458474

**MEMORANDUM BILL**

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and also to inquire about exemptions. Any reduction in assessment will not be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
----- NON-HOMESTEAD PART					0.00
N Y MANDATES COUNTY	61750905	-5.3000	5.55518300	458474.00	2546.91
CHARGE BACKS COUNTY	758927	18.1000	0.59023800	458474.00	270.61
TOWN OF SCHODACK	4111438	3.4000	3.19757000	458474.00	1466.00
HIGHWAY - SCHODACK	1682777	8.6000	1.40357700	458474.00	643.50
TOWN AMBULANCE DIST	272988	11.2000	0.20158100	458474.00	92.42
EAST SCHODACK FIRE	108320	1.2000	0.74043000	71980.00	53.30
SCHODACK PROTECTIVE	49995	0.0000	0.65572300	40483.00	26.55
NASSAU LAKE W FIRE	146888	0.7000	0.97751100	78124.00	76.37
SCHODACK CENTER FIRE	130885	2.0000	0.59752700	110721.00	66.16
SCHODACK VALLEY FIRE	343532	70.0000	0.84439400	157165.00	132.71
EAST SCHODACK LIGHT	4750	-5.0000	0.44976100	10866.00	4.89
MOREY PARK LIGHT	2200	-8.3000	0.14904800	12058.00	1.80

**PAYMENT PERIODS**

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
JAN 1	JAN 31, 2022	5381.22			5381.22		
FEB 1	FEB 28, 2022	5381.22	53.81		5435.03		
MAR 1	MAR 3, 2022	5381.22	107.62		5488.84		
MAR 4	MAR 31, 2022	5381.22	107.62	2.00	5490.84		

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$5381.22</b>
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**TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES  
RECEIVERS STUB**

384489 414.-589  
Time Warner of Albany  
PO Box 7467  
Charlotte, NC 28241-7467

**BILL NO.:** 005643  
**BANK:**  
**MUNICIPALITY:** Town of Schodack  
**SCHOOL:** East Greenbush CSD  
**PROPERTY ADDRESS:**  
 Spec Franchise Town

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$5381.22</b>
PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT		CHECK THIS BOX IF YOU WOULD LIKE A RECEIPT <input type="checkbox"/>	

**TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES**

FISCAL YEAR: 01/01/2022 to 12/31/2022	WARRANT DATE: 01/01/2022	STATE AID - COUNTY: \$37,118,707.00	TOWN: \$573,831.00
<b>MAKE CHECK PAYABLE TO:</b>		<b>BANK</b>	<b>BILL NUMBER</b>
			005642
			1 OF 1

SHAWN MASTERS  
 RECEIVER OF TAXES  
 P O BOX 436  
 EAST SCHODACK, N Y 12063

**PROPERTY INFORMATION:**  
**TAX MAP #: 384489 414.-588**  
 DIMENSION: 0.00 X 0.00  
 RS: 5 CLASS: 869  
 ADDRESS: Spec Franchise Town  
 SCHOOL: Schodack CSD  
 FULL MARKET VALUE: 346329.00  
 UNIFORM % OF VALUE: 89.75  
 ASSESSMENT: 310830

**PROPERTY OWNER:**  
  
 Time Warner of Albany  
 PO Box 7467  
 Charlotte, NC 28241-7467

**MEMORANDUM BILL**

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and also to inquire about exemptions. Any reduction in assessment will not be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
---- NON-HOMESTEAD PART					0.00
N Y MANDATES COUNTY	61750905	-5.3000	5.55518300	310830.00	1726.72
CHARGE BACKS COUNTY	758927	18.1000	0.59023800	310830.00	183.46
TOWN OF SCHODACK	4111438	3.4000	3.19757000	310830.00	993.90
HIGHWAY - SCHODACK	1682777	8.6000	1.40357700	310830.00	436.27
TOWN AMBULANCE DIST	272988	11.2000	0.20158100	310830.00	62.66
SCHODACK PROTECTIVE	49995	0.0000	0.65572300	35994.00	23.60
SCHODACK VALLEY FIRE	343532	70.0000	0.84439400	139780.00	118.03
SOUTH SCHODACK FIRE	281815	2.8000	1.36732500	104843.00	143.35
SCHODACK LNDG FIRE	157300	43.2000	2.60577700	30213.00	78.73
SCHODACK LANDING LGT	3600	-10.0000	0.11228700	15977.00	1.79

**PAYMENT PERIODS**

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
JAN 1	JAN 31, 2022	3768.51			3768.51		
FEB 1	FEB 28, 2022	3768.51	37.69		3806.20		
MAR 1	MAR 3, 2022	3768.51	75.37		3843.88		
MAR 4	MAR 31, 2022	3768.51	75.37	2.00	3845.88		

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$3768.51</b>
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**TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES  
 RECEIVERS STUB**

384489 414.-588  
 Time Warner of Albany  
 PO Box 7467  
 Charlotte, NC 28241-7467

**BILL NO.:** 005642  
**BANK:**  
**MUNICIPALITY:** Town of Schodack  
**SCHOOL:** Schodack CSD

**PROPERTY ADDRESS:**  
 Spec Franchise Town

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$3768.51</b>
<b>PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT</b>		<b>CHECK THIS BOX IF YOU WOULD LIKE A RECEIPT</b> <input type="checkbox"/>	

# TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES

FISCAL YEAR: 01/01/2022 to 12/31/2022      WARRANT DATE: 01/01/2022      STATE AID - COUNTY: \$37,118,707.00      TOWN: \$573,831.00

**MAKE CHECK PAYABLE TO:**

BANK	BILL NUMBER	PAGE
	000573	1 OF 1

SHAWN MASTERS  
RECEIVER OF TAXES  
PO BOX 436  
EAST SCHODACK, N Y 12063

**PROPERTY INFORMATION:**  
**TAX MAP #: 384403 518.-3001**  
 DIMENSION: 0.00 X 0.00  
 RS: 5 CLASS: 869  
 ADDRESS: Spec Franchise Vlg  
 SCHOOL: East Greenbush CSD  
 FULL MARKET VALUE: 293997.00  
 UNIFORM % OF VALUE: 89.75  
 ASSESSMENT: 263862

**PROPERTY OWNER:**

Time Warner of Albany  
PO Box 7467  
Charlotte, NC 28241-7467

## MEMORANDUM BILL

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and also to inquire about exemptions. Any reduction in assessment will not be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
NON-HOMESTEAD PART					0.00
N Y MANDATES COUNTY	61750905	-5.3000	5.55518300	263862.00	1465.80
CHARGE BACKS COUNTY	758927	18.1000	0.59023800	263862.00	155.74
TOWN OF SCHODACK	4111438	3.4000	3.19757000	263862.00	843.72
TOWN AMBULANCE DIST	272988	11.2000	0.20158100	263862.00	53.19
NASSAU FIRE DISTRICT	5742	0.0000	1.12439800	263862.00	296.69

### PAYMENT PERIODS

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
JAN 1	JAN 31, 2022	2815.14			2815.14		
FEB 1	FEB 28, 2022	2815.14	28.15		2843.29		
MAR 1	MAR 3, 2022	2815.14	56.30		2871.44		
MAR 4	MAR 31, 2022	2815.14	56.30	2.00	2873.44		

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$2815.14</b>
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TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES  
**RECEIVERS STUB**

384403      518.-3001  
Time Warner of Albany  
PO Box 7467  
Charlotte, NC 28241-7467

**BILL NO.:** 000573  
**BANK:**  
**MUNICIPALITY:** Town of Schodack  
**SCHOOL:** East Greenbush CSD  
**PROPERTY ADDRESS:**  
 Spec Franchise Vlg

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$2815.14</b>
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PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT

CHECK THIS BOX IF YOU WOULD LIKE A RECEIPT

# TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES

FISCAL YEAR: 01/01/2022 to 12/31/2022	WARRANT DATE: 01/01/2022	STATE AID - COUNTY: \$37,118,707.00	TOWN: \$573,831.00
<b>MAKE CHECK PAYABLE TO:</b>		<b>BANK</b>	<b>BILL NUMBER</b>
			000530
		<b>PAGE</b>	
		1 OF 1	

**SHAWN MASTERS**  
**RECEIVER OF TAXES**  
 P O BOX 436  
 EAST SCHODACK, N Y 12063

**PROPERTY INFORMATION:**  
**TAX MAP #: 384401 514.-2412**  
 DIMENSION: 0.00 X 0.00  
 RS: 5 CLASS: 869  
 ADDRESS: Spec Franchise Vlg  
 SCHOOL: Schodack CSD  
 FULL MARKET VALUE: 28601.00  
 UNIFORM % OF VALUE: 89.75  
 ASSESSMENT: 25669

**PROPERTY OWNER:**  
  
 Time Warner of Albany  
 PO Box 7467  
 Charlotte, NC 28241-7467

## MEMORANDUM BILL

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and also to inquire about exemptions. Any reduction in assessment will not be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
----- NON-HOMESTEAD PART					0.00
N Y MANDATES COUNTY	61750905	-5.3000	5.55518300	25669.00	142.60
CHARGE BACKS COUNTY	758927	18.1000	0.59023800	25669.00	15.15
TOWN OF SCHODACK	4111438	3.4000	3.19757000	25669.00	82.08
TOWN AMBULANCE DIST	272988	11.2000	0.20158100	25669.00	5.17

## PAYMENT PERIODS

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
JAN 1	JAN 31, 2022	245.00			245.00		
FEB 1	FEB 28, 2022	245.00	2.45		247.45		
MAR 1	MAR 3, 2022	245.00	4.90		249.90		
MAR 4	MAR 31, 2022	245.00	4.90	2.00	251.90		

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$245.00</b>
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## TOWN OF SCHODACK: TOWN & COUNTY 2022 TAXES RECEIVERS STUB

384401 514.-2412  
 Time Warner of Albany  
 PO Box 7467  
 Charlotte, NC 28241-7467

**BILL NO.:** 000530  
**BANK:**  
**MUNICIPALITY:** Town of Schodack  
**SCHOOL:** Schodack CSD  
**PROPERTY ADDRESS:**  
 Spec Franchise Vlg.

<b>TOTAL TAXES PAID TO DATE:</b>	<b>\$0.00</b>	<b>REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:</b>	<b>\$245.00</b>
<b>PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT</b>		<b>CHECK THIS BOX IF YOU WOULD LIKE A RECEIPT</b> <input type="checkbox"/>	

January 21, 2022

VIA EMAIL AND MAIL

Mr. Charles Peter, Supervisor  
Town of Schodack  
Schodack Town Hall  
265 Schuurman Road  
Castleton, New York 12033

Re: Sewer Alternatives Proposal  
Schodack to Rensselaer County Sewer District  
Town of Schodack, New York

Dear Supervisor Peter:

As per our recent discussion, Laberge Group is pleased to submit this proposal to assist the Town in evaluating the potential costs and benefits of alternatives to convey waste from the Town of Schodack to the Rensselaer County Sewer District. The scope of work proposed will provide information required to allow the Town to determine the best scenario for a possible investment in waste water infrastructure and identify conceptual plans and costs for alternatives.

The scope of work proposed is listed below:

- 1) The proposed alternatives to be studied are as follows:
  - a. Divert all flow currently flowing to East Greenbush to the Rensselaer County Pump Station at Aiken Ave in Rensselaer generally via NYS Rt 9J along a route to be determined.
  - b. Divert all flow currently flowing to East Greenbush to the Rensselaer County Pump Station generally via the Rt 9 & 20 corridor to the new Regeneron connection.
  - c. Divert current and planned flow to Village of Castleton – on – Hudson to Rensselaer County Pump Station via NYS Rt 9J by redirecting flow at a location along the Maple Hill force main.
  - d. As a related analysis, we will prepare a concept plan for providing sewer access along US Rt 9 south of the new Amazon facility to the Rensselaer County line in conjunction with the above alternatives. This additional wastewater will flow north to connect to one of the above options.

We have not included an alternative to build a new waste water treatment plant in this proposal as both capital and operational costs will likely exceed pumping options and the regulatory complexity will significantly extend the schedule for completion.



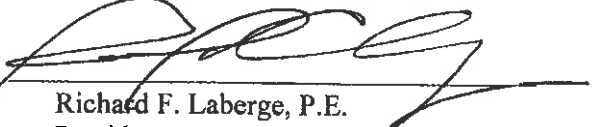
- 2) Review available information regarding the following, considering the impact on the alternatives above:
  - a. USGS Topography or similar
  - b. National Wetland Inventory and NYSDEC Wetland Maps
  - c. Archeological Sensitive Areas based on SHPO online information
  - d. Soils
  - e. Agricultural Districts
  - f. Flood Maps
- 3) Prepare concept plans for conveying waste to the Rensselaer County Sewer District for treatment and a plan to provide sewer access along US Rt 9 south of the new Amazon facility to the Rensselaer County line.
- 4) Prepare concept level opinions of probable cost for each alternative above.
- 5) Identify the preferred option for an investment in one of the alternatives based upon consultation with the Town and County.
- 6) Prepare and present a report incorporating the above for review and acceptance by the Town. The report will be detailed enough to serve as a preliminary basis for design of the selected alternative and for preliminary discussion with the permitting agencies.

Since the effort to provide the services discussed herein may vary, we propose to provide these services on an hourly basis with a working budget of is \$75,000 for fees and reimbursable expenses. We expect to complete the entire scope of work outlined above within ten (10) to twelve (12) weeks.

If the above is acceptable, please sign and return one copy of the enclosed addendum as our authorization to proceed. Upon receipt, we will begin our services.

Looking forward to assisting you with this analysis, we are

Very truly yours,  
LABERGE GROUP

By:   
Richard F. Laberge, P.E.  
President

RFL: kmo  
Enc.

**NOTICE OF PUBLIC SCOPING MEETING  
PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)**

**Lead Agency:** Rensselaer County IDA

**Name of Action:** Schodack I-90 Corridor Generic Environmental Impact Statement

**Purpose of Meeting:** To provide an opportunity for the public to identify specific issues and environmental impacts that should be addressed in a Draft Generic Environmental Impact Statement (DGEIS).

**Meeting Time and Date:** 7:00 pm on Tuesday February 15, 2022

**Meeting Location:** Town of Schodack Town Hall, 265 Schuurman Road, Castleton, NY 12033

**Draft Scoping Document:** A Draft Scoping Document is available online for public review and comment Town of Schodack Web Site ([schodack.org](http://schodack.org)). The Draft Scoping Document identifies the significant environmental conditions and resources that are proposed to be addressed in the DEIS.

**Conduct of Meeting:** Sign-up sheet will be available for any persons wishing to speak, and a record will be made of the comments presented. The meeting is intended to provide as many people as possible with the opportunity to provide meaningful input specific to the scope and content of the DGEIS. Speakers will be called in turn, and if necessary, will set appropriate time limits. Written comments will also be accepted.

**Comment Deadline:** Written comments regarding issues to be addressed in the DGEIS for will be accepted until February 28, 2022. Written comments will be given the same consideration as oral comments made at the public scoping meeting. Please send written comments to Steven Wilson, Bohler Engineering, 17 Computer Drive West, Albany, NY 12205, E-mail: [steven.wilson@bohlereng.com](mailto:steven.wilson@bohlereng.com) Please include your name and address when submitting a comment (no anonymous comments will be accepted).

**Future Steps:** A Final Scoping Document is expected to be completed by March 11, 2022, based on full consideration of the comments submitted on the Draft Scoping Document. Subsequently, a DGEIS will be prepared in accordance with the Final Scoping Document, and will contain detailed information regarding the proposed action, potential environmental impacts, and appropriate measures to avoid, minimize, and/or mitigate any significant impacts encountered. The DGEIS will be made available for public review and comment following its acceptance by the Lead Agency. Following public review and comment on the DGEIS, the SEQRA process cannot be concluded until a Final Generic Environmental Impact Statement (FGEIS) is prepared followed by issuance of a Findings Statement by the Lead Agency.

**STATE ENVIRONMENTAL QUALITY REVIEW ACT  
DRAFT SCOPING DOCUMENT  
Schodack I-90 Corridor Plan  
Town of Schodack  
Draft Generic Environmental Impact Statement (GEIS)**

---

**Name of Action:** Schodack I-90 Corridor Plan GEIS

**SEQR Status:** Type 1

**Lead Agency:** Rensselaer County Industrial Development Agency (IDA)

**Written Comments May be Submitted To:** Steve Wilson  
Bohler  
17 Computer Drive West  
Albany NY 12205  
[steven.wilson@bohlereng.com](mailto:steven.wilson@bohlereng.com)

**Written Comments Must be Submitted By:** February 28, 2022

## **Introduction:**

The Route 9 Corridor in the Town of Schodack has become increasingly attractive to development. By example, Amazon opened a one-million square foot fulfillment center on Route 9 in 2020 and recently received approval for a 278,000SF sales distribution center located on Route 150.

Therefore, considering the importance of balancing development potential with land use and environmental considerations, the Rensselaer County IDA (the IDA) is proposing to evaluate potential future development within the Route 9 Corridor. To that end, the IDA has established an approximately 6,000-acre Study Area, which is generally defined by I-90 to the west, Exit 11 to the north, and Exit 12 to the south.

In accordance with the State Environmental Quality Review Act (SEQRA), and its implementing regulations (6 NYCRR Part 617), the IDA, acting as Lead Agency, has determined that the evaluation of potential future development within the Study Area is a Type I Action and that a Draft Generic Environmental Impact Statement (DGEIS) shall be prepared to evaluate areas of potential impacts resulting from future development.

A Generic Environmental Impact Statement (GEIS) is a broader, more general EIS that analyzes the impacts of a preliminary concept or overall plan rather than those of a specific project plan. The GEIS is useful when the details of a specific impact cannot be accurately identified, as no site-specific project has been proposed, but a broad set of further, future projects has the potential to occur. 6 NYCRR 617.10 provides the following guidance for preparation of Generic Environmental Impact Statements:

*Generic EISs may be broader, and more general than site or project specific EISs and should discuss the logic and rationale for the choices advanced. They may also include an assessment of specific impacts if such details are available. They may be based on conceptual information in some cases. They may identify the important elements of the natural resource base as well as the existing and projected cultural features, patterns and character. They may discuss in general terms the constraints and consequences of any narrowing of future options. They may present and analyze in general terms a few hypothetical scenarios that could and are likely to occur.*

The information prepared in conformance with this Scoping Document for the DGEIS is intended to provide the analysis to support the decision-making process by the IDA, acting as Lead Agency, and any Involved/Interested Agencies in preparing their Findings Statements and issuing decisions.

The purpose of the GEIS will be to evaluate the cumulative impacts of potential future growth within the 6,000-acre Study Area. The impact analysis will establish thresholds or limitations of the future potential development studies and evaluation of a variety of environmental and socioeconomic will be expressed as thresholds for future development. Projects that meet these thresholds will be considered in compliance with the GEIS and associated Statement of Findings. Projects that exceed the thresholds (one or more) must undergo further SEQR review to identify the significance of the impact(s).

## **Draft Generic Environmental Impact Statement:**

The DGEIS will discuss relevant and material information and evaluate the reasonable alternatives to potential future development identified in this Scoping Document. The DGEIS will be clearly and concisely written in plain language that can be easily read and understood by the public.

Technical material will be summarized and, if it must be included in its entirety, will be referenced in

the DGEIS, and included as an appendix. All relevant correspondence from the Lead Agency and interested agencies will be included in an appendix to the DGEIS.

As appropriate, narrative discussions will be accompanied by illustrative tables and graphics. Graphics will clearly identify the Study Area. Each potential impact category will be the subject of a separate section describing existing conditions, anticipated impacts, and proposed mitigation.

**Contents of the DGEIS:**

**Cover Sheet** – The cover sheet will list the title of project, location, Lead Agency (with contact information), preparer, and dates for DGEIS acceptance, public hearing, and final date for comments). A list of preparers will also be provided.

**I. Executive Summary**

The Executive Summary will include a summary description of the Proposed Action and a listing of all potential significant adverse environmental impacts and proposed mitigation measures. A summary will provide a list of the approvals and permits required, and of the alternatives to the Proposed Action that are evaluated in the DGEIS.

**II. DESCRIPTION OF PROPOSED PROJECT**

The Proposed Action being considered involves the future potential development within the approximately 6,000-acre Study Area. The potential future development will hereinafter be referred to as the Potential Development Scenario.

The Potential Development Scenario will establish development projections for the Study Area over a 10-year planning period, which will serve as the basis for the evaluation of cumulative growth impacts and establish the mitigation necessary to accommodate this growth and avoid significant adverse impacts to the environment and community.

Based on initial analysis of market conditions and the Study Area, the Potential Development Scenario could include the following:

Advanced Electronics/Semi-Conductors	2 Million Square Feet (MSF)
Life Sciences/Biotechnology	2 MSF
Climate Change Solutions/Sustainable Technology	1 MSF
Advanced Specialty Materials	1 MSF
Logistics:	1 MSF
Commercial & Distribution Centers/Advanced Technology Supply Chain:	1 MSF
Food Processing & Value-Added Production:	500,000 Square Feet (SF)
Creative, Gaming, Film Production & Sound Studios:	500,000 SF
Energy Generation/Battery Storage/Micro-Grid	500,000 SF
Data Centers/Computing Capacity	500,000 SF

## I. POTENTIAL IMPACTS AND MITIGATION

A Full Environmental Assessment Form (EAF) was prepared to determine the potential significance of the project impacts. Based on this initial analysis, the following scope is provided for consideration.

### A. Land Use and Zoning

Existing Conditions: Existing land use will be identified by county tax parcel mapping and will be refined through discussions with Town officials, visual inspection, and review of aerial mapping. This information will be compared to the current land use recommendations contained with the Town of Schodack Comprehensive Master Plan (2011), Town of Schodack Zoning Ordinance zoning and the Potential Development Scenario.

Potential Impact:

This section of the GEIS will evaluate the impact of land use changes resulting from the Potential Development Scenario. The magnitude of development will be evaluated to identify the cumulative impacts of growth on the community in general and on the existing, well-established land uses, such as the residential neighborhoods, with the intent of preventing unavoidable adverse impacts.

Anticipated Information Necessary to Address the Impact: Development projections for the Study Area based on the Preferred Redevelopment Scenario that identifies proposed land use, zoning, and density.

Initial Identification of Mitigation Measures: Mitigation for land use conflicts can often be addressed through site design. The GEIS process will result in a detailed Statement of Findings that will serve as environmental/SEQR guidelines for future site-specific development. Modifications to the Town of Schodack Zoning Ordinance may also be warranted as a mitigation measure.

### B. Utilities

Existing Conditions: The availability and location of water, sewer, electric and gas services will be identified.

Potential Impact: The extent to which water, sewer, electric and gas services are provided within the Study Area can have a significant impact on growth potential. Existing water, sewer electric and gas infrastructure may be concentrated in existing developed areas within the Study Area. Further, existing utilities may provide little or no excess capacity which would further hamper potential growth. The implications of growth on existing utility infrastructure and the need for potential utility upgrades and expansion will be evaluated.

Anticipated Information Necessary to Address the Impact: Data on the location of existing service areas, distribution/collection infrastructure, and capacities will be collected from the Town of Schodack, Town of East Greenbush, Rensselaer County and National Grid. Demand projections and recommended infrastructure upgrades will be provided.

Initial Identification of Mitigation Measures: None have been identified at this time.

## C. **Transportation**

**Existing Conditions:** The existing conditions of the transportation system will be documented to provide a context for the evaluation of future conditions. The characteristics and functional classification of the roadway network, daily and peak hour traffic volumes, and multimodal travel demand characteristics will also be described. Existing traffic operations and traffic safety conditions will be described using available data and modeling from the Capital District Transportation Committee (CDTC).

**Potential Impact:** The Potential Development Scenario can be expected to contribute to increased traffic volumes on the transportation system. This increase can result in reduction in Level of Service (LOS) and increase delays.

**Anticipated Information Necessary to Assess the Impact:** The GEIS will require the preparation of a Traffic Impact Study (TIS) that will include data collection and compilation; analysis of existing conditions for traffic, safety, and pedestrian, bicycle, and transit operations; future transportation needs assessment (impacts of growth); and development of alternative transportation strategies.

The documentation of existing conditions will include a review and verification of information and data to be compiled from relevant documents, plans and agency-provided data. Sources of this data are expected to include the New York State Department of Transportation (NYSDOT), the CDTC, Rensselaer County, and Town of Schodack.

Intersections expected to be analyzed as part of the TIS include:

- US Route 9 / CR 32
- US Route 9 / I-90 Interchange 12 eastbound ramps
- US Route 9 / I-90 Interchange 12 westbound ramps
- US Route 9 / Kingman Rd
- US Route 9 / CR 6
- US Route 9 / US Route 20
- US Route 20 / SR 150

The list of study intersections will be finalized as part of the TIS.

**Initial Identification of Mitigation Measures:** The type and location of mitigation will depend on the magnitude and anticipated location of development under the Potential Development Scenario. The mitigation may include identification of specific improvements to the transportation infrastructure as well as providing guidelines for revised roadway standards and access management to reinforce roadway function and character. These may include considerations for complete streets accommodations, ped/bike facility expansion, transit services, enhanced roadway capacity, and/or other transportation management systems.

## C. **Water Quality**

**Existing Conditions:** The Study Area includes several tributaries of the Moordener and Vlockie Kill. Class 3, NYS Regulated wetlands are also present within the Study Area.

**Potential Impact:** Future development may lead to increased runoff, erosion and sedimentation, and water quality impacts. Current stormwater management practices have increased the emphasis on water quality and may adequately mitigate future projects. Groundwater is an important source of potable water to the Town of Schodack with the Schodack Terrace Aquifer located within a portion of the Study Area. Aquifer protection will be an important consideration.

**Anticipated Information Necessary to Address the Impact:** Guidelines for the current State Pollutant Discharge Elimination System (SPDES) General Construction Permit are available and will be utilized to establish guidelines for future development. Mapped streams, lakes, and ponds and their associated floodplains will be identified on USGS topographic mapping and Flood Insurance Rate Maps (FIRM). State water quality classifications will be identified from 6 NYCRR Part 863. Groundwater resources will be identified from available US Geological Survey aquifer mapping.

**Initial Identification of Mitigation Measures:** Stormwater management policies based on current SPDES regulations will be developed to mitigate impacts associated with runoff.

#### **D. Ecology**

**Existing Conditions:** The project area will be investigated for the presence of threatened, endangered, rare, and special concern species through contact with the NYS Department of Environmental Conservation (NYSDEC) Natural Heritage Program. Other common species and their habitat (vegetative communities) will be generally identified by association with the general ecological communities within the Study Area. The potential presence of State and federal wetlands within the project area will be identified based on available wetland mapping.

**Potential Impact:** Build-out and to a lesser extent the Potential Development Scenario may reduce wildlife habitat and may result in wetland impacts.

**Anticipated Information Necessary to Address the Impact:** Ecological communities will be described generally using online and publicly available mapping. Field analysis will be limited to a drive-through evaluation; no site-specific field investigations will be conducted. Parameters for such investigation will be identified as part of the mitigation measures. The Study Area does not contain any Critical Environmental Areas. The potential presence of threatened and endangered species will be addressed through consultation with NYSDEC Natural Heritage Program and the U.S. Fish and Wildlife Service.

**Initial Identification of Mitigation Measures:** Mitigation for future development will include protocol for future site-specific investigations to address site ecology, wetlands, and threatened and endangered species. Additionally, opportunities for open space preservation will be considered.

#### **E. Visual Resources**

**Existing Conditions:** Route 9 is a five-lane state highway that is home to a variety of residential, commercial, and light industrial land uses interspersed among tracts of undeveloped land. Overall, the visual character of the corridor can be described as highway commercial.



Potential Impact: Visual resources are an important component of the rural character of the area. Development can change views within the corridor as undeveloped land is developed. Additionally, new lighting can impact surroundings as well as the night sky.

Anticipated Information Necessary to Address the Impact: Visual impacts will be addressed as a component of the Town's vision for the Study Area. Exemplary views may be presented to emphasize the need for development guidelines. Some field work may be necessary and would be incorporated into the field analysis for land use. A viewshed analysis will not be conducted.

Initial Identification of Mitigation Measures: Recommendations will be made to address procedures for the future evaluation of views on a site-specific basis. Lighting recommendations will be provided to minimize potential impacts. Recommendations will be made to address ways in which site design can preserve or mitigate impacts on important views.

#### **D. Cultural Resources**

Existing Conditions: The Study Area includes several Archaeological Sensitive Areas according to the NYS Cultural Resource Information System (CRIS). The areas around the Route 9 & Route 20 intersection, Route 9 & Graw Road are just two of the Archaeological Sensitive Areas.

Potential Impact: Development projects may have the potential for disturbing and eliminating sites containing cultural resources. Such activity is inconsistent with the NYS Historic Preservation Law.

Anticipated Information Necessary to Address the Impact: A cultural resources investigation will be conducted for the Study Area. The analysis will include file searches, map review, and limited field analysis. The purpose of the analysis will be to identify known historic and pre-historic sites and to address the sensitivity for the discovery of cultural resources. Due to the size of the project area and the anticipated duration of build-out, the analysis will not serve as a complete Phase 1A. It will, however, provide a base for future site-specific Phase 1A surveys.

Initial Identification of Mitigation Measures: The GEIS will establish procedures for evaluating the potential future impact of development on a site-specific basis.

#### **E. Agricultural Resources & Open Space**

Existing Conditions: Existing agricultural and open space data and GIS mapping documenting agricultural and open space will be incorporated into the GEIS.

Potential Impact: The Potential Development Scenario has the potential to reduce the amount of open space and agricultural land within the Study Area.

Anticipated Information Necessary to Address the Impact: The Town's Comprehensive Plan will be incorporated into the GEIS and further refined to implement its recommendations. Additional information may be collected through one or more meetings with large land holders to identify possible methods for land preservation.

Initial Identification of Mitigation Measures: Mitigation will focus on opportunities to conserve open space through easements and will identify those methods (e.g., incentive zoning, purchase of development rights) that are likely to work.

**F. Municipal Services**

Existing Conditions: Community services the Town of Schodack provides include emergency medical, fire, police, and schools. Services that may be impacted by Potential Development Scenario within the Study Area will be identified along with their existing capacity to provide service.

Potential Impact: While the intent of the Potential Development Scenario is not to increase the population in the Town of Schodack, the potential does exist. Secondary or spinoff development resulting from commercial and industrial development can include new residential units. New development generally requires some level of service from the community. The primary community services that may be impacted by development in the Study Area include police protection, fire protection, emergency services, and schools.

Anticipated Information Necessary to Address the Impact: Contact with the various service leaders will be necessary to identify the magnitude and significance of any potential impacts. The information provided by the service providers will be relied upon to draw conclusions relative to the significance of future impacts and the appropriate measures to mitigate the impacts.

Initial Identification of Mitigation Measures: The GEIS will attempt to identify current levels of service and anticipated impacts based on the Potential Development Scenario. Control of both the magnitude and timing of growth may be an important tool to maintain current levels of service. The potential to identify service thresholds will allow the projection of major investments.

**II. UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS**

This section will summarize all the impacts for which mitigation is either not available/feasible or not sufficient to completely mitigate the impact. The potential significance of these impacts will also be discussed.

**III. REASONABLE ALTERNATIVES TO BE CONSIDERED**

The following project alternatives will be discussed:

- A. Alternative Growth Scenarios – The various development scenarios evaluated in this GEIS/planning process to arrive at a Potential Development Scenario will be discussed in this section.
- B. No-Action Alternative – The No-Action Alternative will address the potential impact of development resulting from future growth under current zoning, current land use patterns, and without the benefit of specific growth management tools.

#### **IV. GROWTH INDUCING IMPACTS**

The entire GEIS will evaluate the potential future cumulative growth impacts within the Study Area under a Potential Development Scenario. This section will focus on factors that could induce further growth beyond the projected growth.

#### **V. FUTURE SEQR ACTIONS**

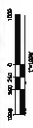
An important feature of a GEIS is the ability to approve future development actions without further SEQR action. To that end, thresholds, and other parameters relative to the use, extent and impact of development must be clearly explained within the GEIS.

These thresholds will be revised as necessary as a result of public comment and will be finalized within the SEQR Findings Statement. Projects that exceed the parameters and thresholds for future actions, as ultimately defined in the Findings Statement, would require further SEQR review. This section of the GEIS will outline the procedures for addressing the SEQR process for site-specific activities, as well as future modifications that may be necessary to the GEIS itself.

#### **REFERENCES**

##### **PRELIMINARY LIST OF APPENDICES FOR Draft GEIS**

- Correspondence
- SEQR Documentation
- Utility Plans/Data
- Cultural Resources Assessment
- Traffic Impact Study
- Market Analysis



**BOHLER**

**STUDY AREA**  
MARCH 11, 2021

**SCHODACK I-90 GEIS**  
TOWN OF SCHODACK, NY



**STATE ENVIRONMENTAL QUALITY REVIEW ACT  
DRAFT SCOPING DOCUMENT  
Schodack I-90 Corridor Plan  
Town of Schodack  
Draft Generic Environmental Impact Statement (GEIS)**

---

**Name of Action:** Schodack I-90 Corridor Plan GEIS

**SEQR Status:** Type 1

**Lead Agency:** Rensselaer County Industrial Development Agency (IDA)

**Written Comments May be Submitted To:** Steve Wilson  
Bohler  
17 Computer Drive West  
Albany NY 12205  
[steven.wilson@bohlereng.com](mailto:steven.wilson@bohlereng.com)

**Written Comments Must be Submitted By:** February 28, 2022

## **Introduction:**

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The information prepared in conformance with this Scoping Document for the DGEIS is intended to provide the analysis to support the decision-making process by the IDA, acting as Lead Agency, and any Involved/Interested Agencies in preparing their Findings Statements and issuing decisions.

The purpose of the GEIS will be to evaluate the cumulative impacts of potential future growth within the 6,000-acre Study Area. The impact analysis will establish thresholds or limitations of the future potential development studies and evaluation of a variety of environmental and socioeconomic will be expressed as thresholds for future development. Projects that meet these thresholds will be considered in compliance with the GEIS and associated Statement of Findings. Projects that exceed the thresholds (one or more) must undergo further SEQR review to identify the significance of the impact(s).

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**II. DESCRIPTION OF PROPOSED PROJECT**

The Proposed Action being considered involves the future potential development within the approximately 6,000-acre Study Area. The potential future development will hereinafter be referred to as the Potential Development Scenario.

The Potential Development Scenario will establish development projections for the Study Area over a 10-year planning period, which will serve as the basis for the evaluation of cumulative growth impacts and establish the mitigation necessary to accommodate this growth and avoid significant adverse impacts to the environment and community.

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Life Sciences/Biotechnology	2 MSF
Climate Change Solutions/Sustainable Technology	1 MSF
Advanced Specialty Materials	1 MSF
Logistics:	1 MSF
Commercial & Distribution Centers/Advanced Technology Supply Chain:	1 MSF
Food Processing & Value-Added Production:	500,000 Square Feet (SF)
Creative, Gaming, Film Production & Sound Studios:	500,000 SF
Energy Generation/Battery Storage/Micro-Grid	500,000 SF
Data Centers/Computing Capacity	500,000 SF

## I. POTENTIAL IMPACTS AND MITIGATION

A Full Environmental Assessment Form (EAF) was prepared to determine the potential significance of the project impacts. Based on this initial analysis, the following scope is provided for consideration.

### A. Land Use and Zoning

Existing Conditions: Existing land use will be identified by county tax parcel mapping and will be refined through discussions with Town officials, visual inspection, and review of aerial mapping. This information will be compared to the current land use recommendations contained with the Town of Schodack Comprehensive Master Plan (2011), Town of Schodack Zoning Ordinance zoning and the Potential Development Scenario.

Potential Impact:

This section of the GEIS will evaluate the impact of land use changes resulting from the Potential Development Scenario. The magnitude of development will be evaluated to identify the cumulative impacts of growth on the community in general and on the existing, well-established land uses, such as the residential neighborhoods, with the intent of preventing unavoidable adverse impacts.

Anticipated Information Necessary to Address the Impact: Development projections for the Study Area based on the Preferred Redevelopment Scenario that identifies proposed land use, zoning, and density.

Initial Identification of Mitigation Measures: Mitigation for land use conflicts can often be addressed through site design. The GEIS process will result in a detailed Statement of Findings that will serve as environmental/SEQR guidelines for future site-specific development. Modifications to the Town of Schodack Zoning Ordinance may also be warranted as a mitigation measure.

### B. Utilities

Existing Conditions: The availability and location of water, sewer, electric and gas services will be identified.

Potential Impact: The extent to which water, sewer, electric and gas services are provided within the Study Area can have a significant impact on growth potential. Existing water, sewer electric and gas infrastructure may be concentrated in existing developed areas within the Study Area. Further, existing utilities may provide little or no excess capacity which would further hamper potential growth. The implications of growth on existing utility infrastructure and the need for potential utility upgrades and expansion will be evaluated.

Anticipated Information Necessary to Address the Impact: Data on the location of existing service areas, distribution/collection infrastructure, and capacities will be collected from the Town of Schodack, Town of East Greenbush, Rensselaer County and National Grid. Demand projections and recommended infrastructure upgrades will be provided.

Initial Identification of Mitigation Measures: None have been identified at this time.



## C. Transportation

**Existing Conditions:** The existing conditions of the transportation system will be documented to provide a context for the evaluation of future conditions. The characteristics and functional classification of the roadway network, daily and peak hour traffic volumes, and multimodal travel demand characteristics will also be described. Existing traffic operations and traffic safety conditions will be described using available data and modeling from the Capital District Transportation Committee (CDTC).

**Potential Impact:** The Potential Development Scenario can be expected to contribute to increased traffic volumes on the transportation system. This increase can result in reduction in Level of Service (LOS) and increase delays.

**Anticipated Information Necessary to Assess the Impact:** The GEIS will require the preparation of a Traffic Impact Study (TIS) that will include data collection and compilation; analysis of existing conditions for traffic, safety, and pedestrian, bicycle, and transit operations; future transportation needs assessment (impacts of growth); and development of alternative transportation strategies.

The documentation of existing conditions will include a review and verification of information and data to be compiled from relevant documents, plans and agency-provided data. Sources of this data are expected to include the New York State Department of Transportation (NYSDOT), the CDTC, Rensselaer County, and Town of Schodack.

Intersections expected to be analyzed as part of the TIS include:

- US Route 9 / CR 32
- US Route 9 / I-90 Interchange 12 eastbound ramps
- US Route 9 / I-90 Interchange 12 westbound ramps
- US Route 9 / Kingman Rd
- US Route 9 / CR 6
- US Route 9 / US Route 20
- US Route 20 / SR 150

The list of study intersections will be finalized as part of the TIS.

**Initial Identification of Mitigation Measures:** The type and location of mitigation will depend on the magnitude and anticipated location of development under the Potential Development Scenario. The mitigation may include identification of specific improvements to the transportation infrastructure as well as providing guidelines for revised roadway standards and access management to reinforce roadway function and character. These may include considerations for complete streets accommodations, ped/bike facility expansion, transit services, enhanced roadway capacity, and/or other transportation management systems.

## C. Water Quality

**Existing Conditions:** The Study Area includes several tributaries of the Moordener and Vlockie Kill. Class 3, NYS Regulated wetlands are also present within the Study Area.

Potential Impact: Future development may lead to increased runoff, erosion and sedimentation, and water quality impacts. Current stormwater management practices have increased the emphasis on water quality and may adequately mitigate future projects. Groundwater is an important source of potable water to the Town of Schodack with the Schodack Terrace Aquifer located within a portion of the Study Area. Aquifer protection will be an important consideration.

Anticipated Information Necessary to Address the Impact: Guidelines for the current State Pollutant Discharge Elimination System (SPDES) General Construction Permit are available and will be utilized to establish guidelines for future development. Mapped streams, lakes, and ponds and their associated floodplains will be identified on USGS topographic mapping and Flood Insurance Rate Maps (FIRM). State water quality classifications will be identified from 6 NYCRR Part 863. Groundwater resources will be identified from available US Geological Survey aquifer mapping.

Initial Identification of Mitigation Measures: Stormwater management policies based on current SPDES regulations will be developed to mitigate impacts associated with runoff.

#### **D. Ecology**

Existing Conditions: The project area will be investigated for the presence of threatened, endangered, rare, and special concern species through contact with the NYS Department of Environmental Conservation (NYSDEC) Natural Heritage Program. Other common species and their habitat (vegetative communities) will be generally identified by association with the general ecological communities within the Study Area. The potential presence of State and federal wetlands within the project area will be identified based on available wetland mapping.

Potential Impact: Build-out and to a lesser extent the Potential Development Scenario may reduce wildlife habitat and may result in wetland impacts.

Anticipated Information Necessary to Address the Impact: Ecological communities will be described generally using online and publicly available mapping. Field analysis will be limited to a drive-through evaluation; no site-specific field investigations will be conducted. Parameters for such investigation will be identified as part of the mitigation measures. The Study Area does not contain any Critical Environmental Areas. The potential presence of threatened and endangered species will be addressed through consultation with NYSDEC Natural Heritage Program and the U.S. Fish and Wildlife Service.

Initial Identification of Mitigation Measures: Mitigation for future development will include protocol for future site-specific investigations to address site ecology, wetlands, and threatened and endangered species. Additionally, opportunities for open space preservation will be considered.

#### **E. Visual Resources**

Existing Conditions: Route 9 is a five-lane state highway that is home to a variety of residential, commercial, and light industrial land uses interspersed among tracts of undeveloped land. Overall, the visual character of the corridor can be described as highway commercial.

Potential Impact: Visual resources are an important component of the rural character of the area. Development can change views within the corridor as undeveloped land is developed. Additionally, new lighting can impact surroundings as well as the night sky.

Anticipated Information Necessary to Address the Impact: Visual impacts will be addressed as a component of the Town's vision for the Study Area. Exemplary views may be presented to emphasize the need for development guidelines. Some field work may be necessary and would be incorporated into the field analysis for land use. A viewshed analysis will not be conducted.

Initial Identification of Mitigation Measures: Recommendations will be made to address procedures for the future evaluation of views on a site-specific basis. Lighting recommendations will be provided to minimize potential impacts. Recommendations will be made to address ways in which site design can preserve or mitigate impacts on important views.

#### **D. Cultural Resources**

Existing Conditions: The Study Area includes several Archaeological Sensitive Areas according to the NYS Cultural Resource Information System (CRIS). The areas around the Route 9 & Route 20 intersection, Route 9 & Graw Road are just two of the Archaeological Sensitive Areas.

Potential Impact: Development projects may have the potential for disturbing and eliminating sites containing cultural resources. Such activity is inconsistent with the NYS Historic Preservation Law.

Anticipated Information Necessary to Address the Impact: A cultural resources investigation will be conducted for the Study Area. The analysis will include file searches, map review, and limited field analysis. The purpose of the analysis will be to identify known historic and pre-historic sites and to address the sensitivity for the discovery of cultural resources. Due to the size of the project area and the anticipated duration of build-out, the analysis will not serve as a complete Phase 1A. It will, however, provide a base for future site-specific Phase 1A surveys.

Initial Identification of Mitigation Measures: The GEIS will establish procedures for evaluating the potential future impact of development on a site-specific basis.

#### **E. Agricultural Resources & Open Space**

Existing Conditions: Existing agricultural and open space data and GIS mapping documenting agricultural and open space will be incorporated into the GEIS.

Potential Impact: The Potential Development Scenario has the potential to reduce the amount of open space and agricultural land within the Study Area.

Anticipated Information Necessary to Address the Impact: The Town's Comprehensive Plan will be incorporated into the GEIS and further refined to implement its recommendations. Additional information may be collected through one or more meetings with large land holders to identify possible methods for land preservation.

Initial Identification of Mitigation Measures: Mitigation will focus on opportunities to conserve open space through easements and will identify those methods (e.g., incentive zoning, purchase of development rights) that are likely to work.

#### **F. Municipal Services**

Existing Conditions: Community services the Town of Schodack provides include emergency medical, fire, police, and schools. Services that may be impacted by Potential Development Scenario within the Study Area will be identified along with their existing capacity to provide service.

Potential Impact: While the intent of the Potential Development Scenario is not to increase the population in the Town of Schodack, the potential does exist. Secondary or spinoff development resulting from commercial and industrial development can include new residential units. New development generally requires some level of service from the community. The primary community services that may be impacted by development in the Study Area include police protection, fire protection, emergency services, and schools.

Anticipated Information Necessary to Address the Impact: Contact with the various service leaders will be necessary to identify the magnitude and significance of any potential impacts. The information provided by the service providers will be relied upon to draw conclusions relative to the significance of future impacts and the appropriate measures to mitigate the impacts.

Initial Identification of Mitigation Measures: The GEIS will attempt to identify current levels of service and anticipated impacts based on the Potential Development Scenario. Control of both the magnitude and timing of growth may be an important tool to maintain current levels of service. The potential to identify service thresholds will allow the projection of major investments.

## **II. UNAVOIDABLE ADVERSE ENVIRONMENTAL IMPACTS**

This section will summarize all the impacts for which mitigation is either not available/feasible or not sufficient to completely mitigate the impact. The potential significance of these impacts will also be discussed.

## **III. REASONABLE ALTERNATIVES TO BE CONSIDERED**

The following project alternatives will be discussed:

- A. Alternative Growth Scenarios – The various development scenarios evaluated in this GEIS/planning process to arrive at a Potential Development Scenario will be discussed in this section.
- B. No-Action Alternative – The No-Action Alternative will address the potential impact of development resulting from future growth under current zoning, current land use patterns, and without the benefit of specific growth management tools.

#### **IV. GROWTH INDUCING IMPACTS**

The entire GEIS will evaluate the potential future cumulative growth impacts within the Study Area under a Potential Development Scenario. This section will focus on factors that could induce further growth beyond the projected growth.

#### **V. FUTURE SEQR ACTIONS**

An important feature of a GEIS is the ability to approve future development actions without further SEQR action. To that end, thresholds, and other parameters relative to the use, extent and impact of development must be clearly explained within the GEIS.

These thresholds will be revised as necessary as a result of public comment and will be finalized within the SEQR Findings Statement. Projects that exceed the parameters and thresholds for future actions, as ultimately defined in the Findings Statement, would require further SEQR review. This section of the GEIS will outline the procedures for addressing the SEQR process for site-specific activities, as well as future modifications that may be necessary to the GEIS itself.

#### **REFERENCES**

##### **PRELIMINARY LIST OF APPENDICES FOR Draft GEIS**

- Correspondence
- SEQR Documentation
- Utility Plans/Data
- Cultural Resources Assessment
- Traffic Impact Study
- Market Analysis



2022-094



# MAINTENANCE AGREEMENT

A Xerox Company

BILL TO			SHIP TO		
Company	Town of Schodack		Company	Town of Schodack	
Purchaser			Key Operator		
Address	265 Schurman Road		Address	Town Hall, 265 Schurman Road	
Address2	Town Hall		City, ST, Zip	Castleton-on-Hudson, NY 12033	
City, ST, Zip	Castleton-on-Hudson, NY	12033	Delivery Date		
Phone / Fax			Phone / Fax		

Salesperson	Purchase Order	Base Billing Cycle Preference	Customer Type	Begin Date	End Date
		Annual	Existing	2/5/2022	2/4/2023

Equipment	Description	Serial #	Rate Type	Volume per Year	Base Billing Rate per Page	Base Billing Rate per Year
654e	Bizhub 654e	A5YN017014070	Black&White	168,000	0.00731	\$1,111.32
	ID #770GF		Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
Average Billing Cycle Preference						
	Annual					
			Blended B&W	168,000	0.00731	\$1,111.32
A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.			Blended Color	0	0	\$0.00

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes		<input type="radio"/> Equip. Maint. Only Includes		<input type="radio"/> Fax/Printer Agreement Includes	
1. Toner	6. Preventive Maintenance	1. Parts	6. Prevent. Maint. (no supplies)	1. Parts	
2. Developer	7. Labor	2. Labor	7. Does not include:	2. Labor	
3. Drums	8. Does not include:	3. Filters	paper, labels, staples,	3. Prevent. Maint. (no supplies)	
4. Filters	paper, labels, staples,	4. Fuser Oil	transparencies, drums, toner	4. Does not include:	
5. Parts	transparencies. IT Labor or S & H	5. Webs	developer. IT Labor or S & H	paper, labels, staples, transparencies, toner / cartridges, IT Labor or S & H	

**Must Be Completed**

Upgrade	<input type="checkbox"/> YES <input type="checkbox"/> NO
Remove Current Equipment	<input type="checkbox"/> YES <input type="checkbox"/> NO
Change Current Contract	<input type="checkbox"/> YES <input type="checkbox"/> NO
Machine ID#	

**Connectivity Maintenance Agreement**

Connectivity Maint. Includes:

1. Print driver setup on computers and training	2. Scanning setup on computers and training	3. Pagescope Solutions setup and training	4. Lan-fax driver configuration
5. Command Workstation setup on computers			

ACCEPTED Eastern Managed Print Network, LLC	BUYER:	Date
By: Colleen Trimarchi	Title Admin	By:
<i>AUTHORIZED SIGNER</i>		Title
Date: 1/26/22	Name (print)	

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Managed Print Network, LLC. The monthly EMS fee + shipping and handling as established by Buyer's monthly copy volume and the above schedule.

IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT

## EMS AGREEMENT

1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, Eastern Managed Print Network, LLC may cancel this agreement upon ten (10) days written notice if Buyer fails to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
3. Liquidated Damages: In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof:
  - a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
  - b. At any time thereafter, six times Buyer averages monthly EMS charge.
4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
6. Disclaimer: Eastern Managed Print Network, LLC expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern Managed Print Network, LLC.
7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
8. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
11. Buyer permits Eastern Managed print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC reserves the right to charge Buyer a monthly service fee for any device not connected to such data collection systems. If Eastern Managed Print Network, LLC does not receive the current month meter read, Buyer will be charged an average of the past three months of usage.
12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

### EASTERN MANAGED PRINT NETWORK, LLC SHALL:

1. Train customer personnel in the use of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Managed Print Network, LLC and additional deliveries as required.
4. Have the right to increase the EMS rate at each one year interval as described in paragraph one.
5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

### BUYER SHALL:

1. Promptly notify Eastern Managed Print Network, LLC of any problem or malfunction with the equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

Initial: \_\_\_\_\_





A Xerox Company

2022-095

# MAINTENANCE AGREEMENT

BILL TO			SHIP TO		
Company	Town of Schodack		Company	Town of Schodack	
Purchaser			Key Operator		
Address	265 Schurman Road		Address	Town Hall, 265 Schurman Road	
Address2	Town Hall		City, ST, Zip	Castleton-on-Hudson, NY 12033	
City, ST, Zip	Castleton-on-Hudson, NY	12033	Delivery Date		
Phone / Fax			Phone / Fax		

Salesperson	Purchase Order	Base Billing Cycle Preference	Customer Type	Begin Date	End Date
		Annual	Existing	2/24/2022	2/23/2023

Equipment	Description	Serial #	Rate Type	Volume per Year	Base Billing Rate per Page	Base Billing Rate per Year
284e	Bizhub 284e	A61G0110012444	Black&White	30,660	0.01840	\$562.87
	ID #731FL		Color			
3530	Muratec 3530	20240012	Black&White			
	ID #227FN		Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
			Black&White			
			Color			
Average Billing Cycle Preference						
	Annual					
			Blended B&W	30,660	0.01840	\$562.87
			Blended Color	0	0	\$0.00

A Page/Print/Copy is defined as standard, single sided 8.5"x11" page/print/copy.

<input checked="" type="radio"/> Equip. Maint. & Supplies Includes	<input type="radio"/> Equip. Maint. Only Includes	<input type="radio"/> Fax/Printer Agreement Includes
1. Toner 2. Developer 3. Drums 4. Filters 5. Parts 6. Preventive Maintenance 7. Labor 8. Does not include: <i>paper, labels, staples, transparencies. IT Labor or S &amp; H</i>	1. Parts 2. Labor 3. Filters 4. Fuser Oil 5. Webs 6. Prevent. Maint. (no supplies) 7. Does not include: <i>paper, labels, staples, transparencies, drums, toner developer, IT Labor or S &amp; H</i>	1. Parts 2. Labor 3. Prevent. Maint. (no supplies) 4. Does not include: <i>paper, labels, staples, transparencies, toner / cartridges, IT Labor or S &amp; H</i>

**Must Be Completed**

Upgrade  YES  NO  
 Remove Current Equipment  YES  NO  
 Change Current Contract  YES  NO

Machine ID# \_\_\_\_\_

**Connectivity Maintenance Agreement**

Connectivity Maint. Includes:

1. Print driver setup on computers and training  
 2. Scanning setup on computers and training  
 3. Pagescope Solutions setup and training  
 4. Lan fax driver configuration  
 5. Command Workstation setup on computers

ACCEPTED Eastern Managed Print Network, LLC	BUYER:	Date
By: Colleen Trimarchi <i>AUTHORIZED SIGNER</i>	Title Admin	
Date: 2/26/22	By: _____ Name (print)	Title _____

IN CONSIDERATION THEREOF, BUYER promises to pay to Eastern Managed Print Network, LLC. The monthly EMS fee + shipping and handling as established by Buyer's monthly copy volume and the above schedule.

**IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT**

## EMS AGREEMENT

1. This agreement will run co-terminus with the equipment lease or a minimum of 3 years with 2 additional 1 year renewal periods; unless Buyer cancels in writing by said anniversary date under the terms of cancellation set forth in paragraphs 2 and 3.
2. Cancellation: In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, Eastern Managed Print Network, LLC may cancel this agreement upon ten (10) days written notice if Buyer fails to pay amounts due to Eastern Managed Print Network, LLC according to this agreement.
3. Liquidated Damages: In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to Eastern Managed Print Network, LLC the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof:
  - a. During the first twelve months of the initial period, 12 times the minimum EMS charges.
  - b. At any time thereafter, six times Buyer averages monthly EMS charge.
4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, Eastern Managed Print Network, LLC may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to Eastern Managed Print Network, LLC. After such notice on cancellation, Eastern Managed Print Network, LLC shall have no further obligation to perform pursuant to this agreement.
5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Eastern Managed Print Network, LLC servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
6. Disclaimer: Eastern Managed Print Network, LLC expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of Eastern Managed Print Network, LLC.
7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remain with Eastern Managed Print Network, LLC until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
8. Assignment: No assignment of any rights there under shall be valid as to Eastern Managed Print Network, LLC unless consented to in writing in advance by same.
9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside a 50-mile radius of Eastern Managed Print Network, LLC.
11. Buyer permits Eastern Managed print Network, LLC to install automated meter reading technology to collect meter counts monthly. Eastern Managed Print Network, LLC reserves the right to charge Buyer a monthly service fee for any device not connected to such data collection systems. If Eastern Managed Print Network, LLC does not receive the current month meter read, Buyer will be charged an average of the past three months of usage.
12. Buyer shall pay all of Eastern Managed Print Network, LLC costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by Eastern Managed Print Network, LLC to enforce its rights hereunder may be brought in a court of competent jurisdiction in Onondaga County, New York.
13. Warranty: Eastern Managed Print Network, LLC represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

### EASTERN MANAGED PRINT NETWORK, LLC SHALL:

1. Train customer personnel in the use of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by Eastern Managed Print Network, LLC and additional deliveries as required.
4. Have the right to increase the EMS rate at each one year interval as described in paragraph one.
5. Furnish emergency service calls as reasonably requested during normal working hours (8:30 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

### BUYER SHALL:

1. Promptly notify Eastern Managed Print Network, LLC of any problem or malfunction with the equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Eastern Managed Print Network, LLC access to clean, inspect or repair the Equipment at any time during reasonable business hours.
4. Provide Eastern Managed Print Network, LLC true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

Initial: \_\_\_\_\_

2022-096

74119

**Resolution Scheduling Public Hearing  
Consolidated Water District 101, Extension No. 7  
Town of Schodack**

**NOTICE OF PUBLIC HEARING**

74119  
Resolution and Order Scheduling Public Hearing  
Consolidated Water District 101, Extension No. 7  
Town of Schodack

**TOWN BOARD  
TOWN OF SCHODACK  
February , 2022**

**RESOLUTION AND ORDER SCHEDULING PUBLIC HEARING ON ESTABLISHMENT OF  
CONSOLIDATED SEWER DISTRICT 101, EXTENSION NO. 7  
IN THE TOWN OF SCHODACK, COUNTY OF RENNELAER , STATE OF NEW YORK,  
PURSUANT TO ARTICLE 12-A OF THE TOWN  
LAW OF THE STATE OF NEW YORK**

**WHEREAS**, a map, plan and report has been prepared in such manner and in such detail as is required by Article 12-A of the Town Law of the State of New York, relating to the establishment of the Consolidated Water District 101, Extension No. 7 in the Town of Schodack, County of Rensselaer, State of New York, and has been filed in the Town Clerk's Office; and

**WHEREAS**, said map, plan and report was prepared by Laberge Group, Ltd., competent engineers, duly licensed by the State of New York, showing the boundaries of the proposed District Extension and the general plan of the proposed District Extension; and

**WHEREAS**, said map, plan and report shows the location and description of the public works which will be required and the lands or easements to be acquired; and

**WHEREAS**, the boundaries of the proposed water district extension are as described in Schedule "A" annexed hereto and made a part hereof; and

**WHEREAS**, the proposed improvements to be constructed consist of the installation of a 12 inch class 52 DI water main for approximately 850 feet, the installation of two fire hydrants and guard valves, and the installation of eleven curb boxes; and

**WHEREAS**, the maximum amount proposed to be expended for the creation of the Water District extension is One Hundred Thirty Five Thousand Five Hundred and 00/100 Dollars (\$135, 500.00 ) ; and

**WHEREAS**, pursuant to Section 209(f) of the Town Law, approval of the New York State Comptroller will not be required for establishing this water district extension since debt shall not be issued or assumed by the town for any improvements to be constructed and further since the cost of improvements will be paid for in full by the developer; and

**WHEREAS**, said map, plan and report describing said improvements is on file in the Town Clerk's Office for public inspection; and

**WHEREAS**, the typical property within the water district extension shall be assigned one equivalent dwelling unit and shall incur capital charges in the amount of Two Hundred Thirty and 00/100 Dollars (\$230.00) for the first year of operation and shall incur operation and maintenance expenses in the amount of One Hundred Ninety Two and 00/100 Dollars (\$192.00) for the first year of operation; and

**WHEREAS**, the clubhouse facility shall be assigned four equivalent dwelling units and shall incur capital charges in the amount of Nine Hundred Twenty and 00/100 (\$920.00)) Dollars for the first year of operation and shall incur operation and maintenance expenses in the amount of Five Hundred Forty Nine and 00/100 Dollars (\$549.00) for the first year of operation; and



## **SCHEDULE A**

All that piece or parcel of real property located within the Town of Schodack, County of Rensselaer containing approximately 300 acres and designated as 188.00-5-5.11.

**CERTIFICATION OF TOWN CLERK**

I, **DEBRA CURTIS**, the undersigned Clerk of the Town of Schodack, Rensselaer County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the \_\_\_\_ day of February, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Town this      day of February, 2022.

\_\_\_\_\_  
Debra Curtis, Town Clerk

**S E A L:**



**PLANNING & ZONING**

**Town of Schodack**

265 Schuurman Rd.

Castleton, NY 12033

December 14, 2021

Supervisor David Harris  
Schodack Town Board Members  
Schodack Town Hall  
265 Schuurman Road  
Castleton, NY 12033

**Planning Board**

Denise Mayrer,  
Chairperson  
Wayne Johnson, PE  
John LaVoie  
Lawrence D Angelo  
Andrew Aubin, PE  
James D Shaughnessy, PE  
Stephanie Leonard  
Craig Crist, Esq.

Re: Schodack Golf  
Schuurman Road  
Town of Schodack  
SEQR Lead Agency

Dear Supervisor and Town Board Members:

Enclosed is an Environmental Assessment Form for the above project, and copy of the concept plan.

This is an Unlisted Action, The Schodack Planning Board wishes to undertake a coordinated review, Schodack Planning Board desires to declare itself as lead agency at a future meeting.

Please indicate if you object or concur at your earliest convenience.

Thank you.



Nadine Fuda  
Director of Planning and Zoning  
Town of Schodack

Enclosure

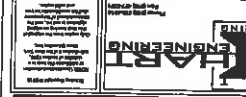
cc: Richard Laberge, P.E., Planning Board Engineer  
Craig Crist: Planning Board Attorney  
Steven Hart, P.E. Engineer

**Voice (518) 477-7938**

**Fax (518) 477-7983**

**Zoning Board of Appeals**

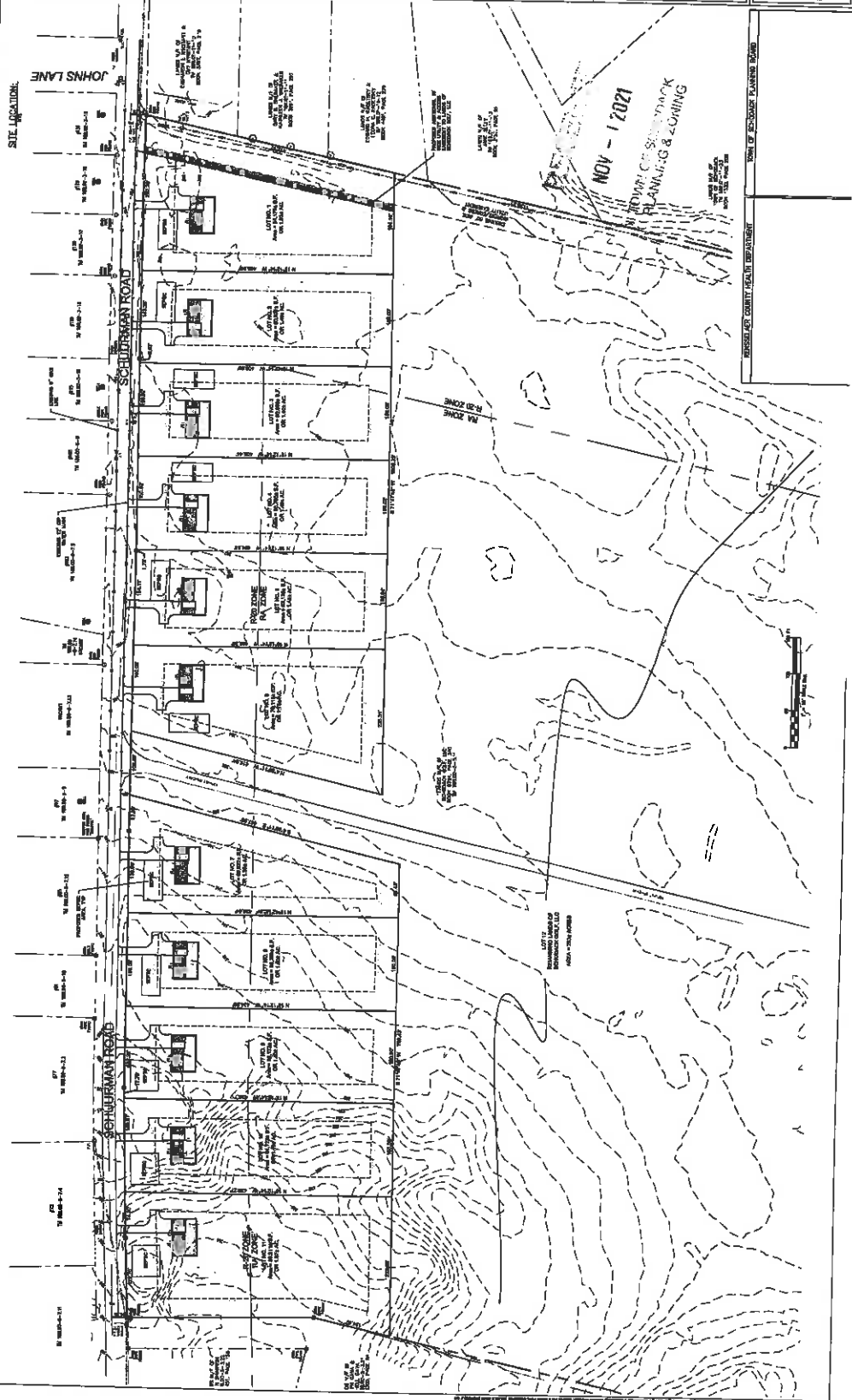
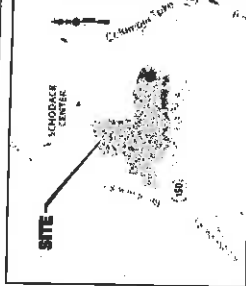
David Calarco,  
Chairman  
Ed Brewer  
Anthony Maier  
Lou Spada  
Bob Loveridge  
Craig Crist, Esq.



Project Name	SCHODACK GOLF 12 LOT SUBDIVISION
Client	SHINZ & SHINZ PLANNING & ENGINEERING
Address	12021 - AOM
City	WINDSOR, ONTARIO
County	ESSEX
Map Reference	
Scale	
Date	
Drawn By	
Checked By	
Approved By	

Sheet No.	1
Total Sheets	1
Scale	
Date	
Drawn By	
Checked By	
Approved By	

**SITE PLAN**  
 SCHODACK GOLF  
 12 LOT SUBDIVISION  
 12021 - AOM



**GENERAL NOTES:**  
 1. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING BY-LAW AND THE SUBDIVISION ACT.  
 2. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING BY-LAW AND THE SUBDIVISION ACT.  
 3. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING BY-LAW AND THE SUBDIVISION ACT.  
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 5. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING BY-LAW AND THE SUBDIVISION ACT.

**SITE DATA:**  
 ZONING: RESIDENTIAL/COMMERCIAL (R/C)  
 PROPOSED LOT SIZE: 6000 SQUARE FEET  
 MINIMUM BUILDING HEIGHT: 10 FEET  
 MINIMUM LOT WIDTH: 300 FEET  
 MINIMUM LOT DEPTH: 300 FEET  
 MINIMUM SETBACK: 10 FEET  
 MINIMUM FRONT SETBACK: 10 FEET  
 MINIMUM SIDE SETBACK: 10 FEET  
 MINIMUM REAR SETBACK: 10 FEET

**GENERAL NOTES:**  
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 5. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING BY-LAW AND THE SUBDIVISION ACT.



January 5, 2022

VIA EMAIL & MAIL

Charles Peter, Supervisor  
Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033

Re: Map, Plan & Report  
Schodack Golf, LLC  
Town of Schodack, New York

Dear Supervisor Peter:

Enclosed please find the Map, Plan & Report for the proposed extension of the Town's Consolidated Water District 101 to the former Evergreen Golf Course parcel, now owned by Schodack Golf, LLC. This was prepared at the request of the owner, at their cost and by agreement with the Planning Board.

The extension involves the addition of approximately 850 feet of 12" water main along Schuurman Road in support of a proposed 12 lot subdivision. All construction costs will be paid by the developer if the subdivision and extension are approved. The Planning Board has declared their intent to be Lead Agency under SEQRA for this project and they are expected to make a SEQRA determination prior to the Town Board's consideration of this extension.

The Map, Plan & Report should be placed on the Town Board's agenda for acceptance and the scheduling of a Public Hearing on the matter. Special District Council, Bill Ryan, Esq. has been copied on this letter in order that he can assist the Town Board coordinate this matter.

Please let us know if you have any questions or comments on the enclosed or the above.

Very truly yours,  
LABERGE GROUP

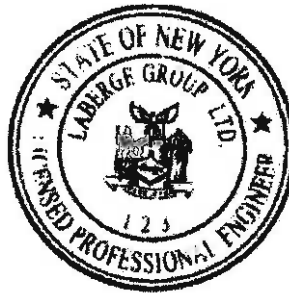
By: \_\_\_\_\_  
Richard F. Laberge, P.E.  
President

RFL: cjb  
Enc.

C: Town Board w/enc.  
Dawne Kelly, Secretary to Supervisor w/enc. (via email and mail)  
Nadine Fuda, Planning Director w/enc.  
Ken Holmes, Water Operator, w/enc.  
William Ryan, Esq. w/enc. (via email and mail)  
Steve Hart, P.E., w/enc. (via email only)

TOWN OF SCHODACK  
RENSELAER COUNTY, NEW YORK  
**CONSOLIDATED WATER DISTRICT 101 EXTENSION NO. 7  
(EVERGREEN GOLF COURSE)**

MAP, PLAN, AND REPORT  
DECEMBER 2021



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4 Computer Drive West • Albany, New York 12205  
(518) 458-7112 • [www.labergegroup.com](http://www.labergegroup.com)

TOWN OF SCHODACK  
RENSSELAER COUNTY, NEW YORK  
CONSOLIDATED WATER DISTRICT 101 EXTENSION NO. 7  
DECEMBER 2021

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5.0	REGULATORY APPROVALS .....	2
6.0	PRELIMINARY OPINION OF COST.....	2
7.0	METHOD OF OPERATION.....	3
8.0	PROJECT FINANCING.....	3
9.0	USER COSTS .....	3
10.0	RECOMMENDATIONS .....	3

**APPENDICES**

- A. SITE LOCATION
- B. PROPOSED DISTRICT EXTENSION BOUNDARIES
- C. STATE HISTORIC PRESERVATION OFFICE CORRESPONDENCE

*J:\2021112\Reports\T) SCHODACK CONSOLIDATED WATER DISTRICT MPR - December 2021.docx*

## 1.0 INTRODUCTION

This report was commissioned by the Schodack Town Board at the request of Schodack Golf, LLC the owners of 92 Schuurman Road, which contains the former Evergreen Golf Course and is also the site of a proposed eleven (11) lot residential subdivision along Schuurman Road. The property is currently located outside of a Town water district. In order to connect to the system, the Town's Consolidated Water District 101 must be extended to include the property.

## 2.0 STUDY AREA DESCRIPTION

### A. Location

The property is located on Schuurman Road between US Route 9 & 20 and Brookview Road. It is currently one tax map parcel with tax parcel identification number 188.00-5-5.11. and is approximately 300± acres.

### B. Geology & Soils

The Natural Resources Conservation Service describes the soil types in the study area as very gravelly loam, excessively drained, with slopes of 0-8% and depth to restrictive features greater than 80-inches. The upper weathered portion of this restrictive material can likely be excavated by conventional means, but at deeper elevations rock excavation methods may be required.

### C. Topography

The topography of the project area ranges in elevation from approximately 350 feet above sea level near Schuurman Road to approximately 200 feet at the southwest corner of the parcel.

### D. Land Use and Zoning

In general, the area is primarily residential properties. The predominant zoning in the immediate area is Residential R20 and RA. The parcel itself is split zoned between these two zones, but has been used to date as a golf course. A club house exists on the parcel.

### E. Flood Zones and Protected Streams

The project area does not contain any flood zones or protected waterways.

### F. Cultural Resources

The New York State Historic Preservation Office (SHPO) indicates the water district extension is within an Archaeologically Sensitive Area. The applicant has received a determination from SHPO that no additional archeological work is necessary for this project.

### G. Existing Water Facilities

This site is immediately adjacent to the Consolidated Water District. There is an existing 12-inch water main that extends from US Routes 9 & 20 and terminates at the existing driveway to the former golf course.

The Consolidated Water District is supplied by the Town's well field near the intersection of Route 150 and Columbia Turnpike. The current capacity of the supply is 480,000± gallons per day with current use of about 225,000± gallons per day. Based upon the foregoing, there is sufficient supply for the proposed district extension.

**3.0 WATER USE PROJECTIONS**

There is only one parcel within the project area, but an additional eleven (11) single family residential lots are being proposed and the clubhouse facility may be connected in the future. The potential future usage estimated by the property owner for the clubhouse facility is 500 gallons per day. The residential lots are estimated at 200 gallons per day each. The total estimated water usage for this extension is 2,700 gallons per day.

**4.0 PROPOSED IMPROVEMENTS - GENERAL**

Service to the property is proposed to be an extension of the 12-inch water main from its current terminus to a location near the northwest corner of the parcel along Schuurman Road, a distance of approximately 850 feet. Although there is an existing fire hydrant nearby, two (2) additional hydrants are proposed along, and at the end, of the water main extension for both fire protection and system maintenance purposes. Water service to the proposed single family lots will be provided via a water service lateral to be constructed as part of the residential subdivision. There is reasonable future expansion potential of the water system beyond the parcel to the west which is why the 12-inch main will be installed.

The existing water main lies within the right of way for Schuurman Road. A Town owned road, and the proposed water main will too.

**5.0 REGULATORY APPROVALS**

The proposed project will require the following regulatory approvals in order to be constructed:

- NYS Department of Environmental Conservation
  - Water Withdrawal Application
- Rensselaer County Department of Health
  - Approval of Plans
- Town of Schodack Highway Department
  - Highway Work Permit
- Town of Schodack Water Department
  - Water Permit(s), as applicable.

**6.0 PRELIMINARY OPINION OF COST**

The Preliminary Opinion of Cost for the proposed water extension is \$122,000 established as follows:

Design Engineering			\$10,000
Town Engineer, Legal & Administration			\$13,500
12-Inch Class 52 DI Water Main	850 feet	\$80/ft	\$68,000
Fire Hydrant Assembly and Guard Valve	2 each	\$6,000/ea	\$12,000
Water Services and Curb Boxes	11 each	\$2,000/ea	\$22,000
Restoration	Lump Sum	LS	\$5,000
Mobilization	Lump Sum	LS	\$5,000
<b>Total Construction Cost</b>			<b>\$135,500</b>

## **7.0 METHOD OF OPERATION**

The water main constructed as part of the district extension shall be turned over to Town ownership and operation and maintenance will be performed by the Town Water Department.

## **8.0 PROJECT FINANCING**

The proposed facilities are to be constructed by the owners, Schodack Golf, LLC, and as such there is no public debt associated with this project.

## **9.0 USER COSTS**

The property will be assessed various costs for inclusion in the water district, these include the prorated share of debt and water use based upon water meter readings.

### *Debt Service*

The current charge for Debt Service in the Consolidated District is \$230.00 per unit. Based upon the type and size of water customer, the residential lots will be assigned one (1) unit, or \$230.00, and based upon water usage, the clubhouse facility is estimated to be assigned four (4) units, or \$920.00. This figure fluctuates on an annual basis depending upon the total number of units in the district and the amount of debt service owed by the district in a given year. Please note that the unit assignment for a clubhouse facility to be included in the district is not specifically defined in the Town ordinance and as such is subject to change.

### *Water Use*

The current water use rate is \$3.00 per 1,000 gallons used with a minimum quarterly charge of \$45.00 which includes the first 18,000 gallons of use. Based upon the water use estimated for each residence provided by the property owner, the future estimated water use charge for each residence will be \$192.00 per year. The water use charge for the clubhouse will be \$549.00. As with debt service, the water rate fluctuates from year to year, as well as, the actual customer water use.

Based upon the above, the total projected first year cost to the property owners when eleven (11) homes and the clubhouse are connected is approximately \$6,111.00.

## **10.0 RECOMMENDATIONS**

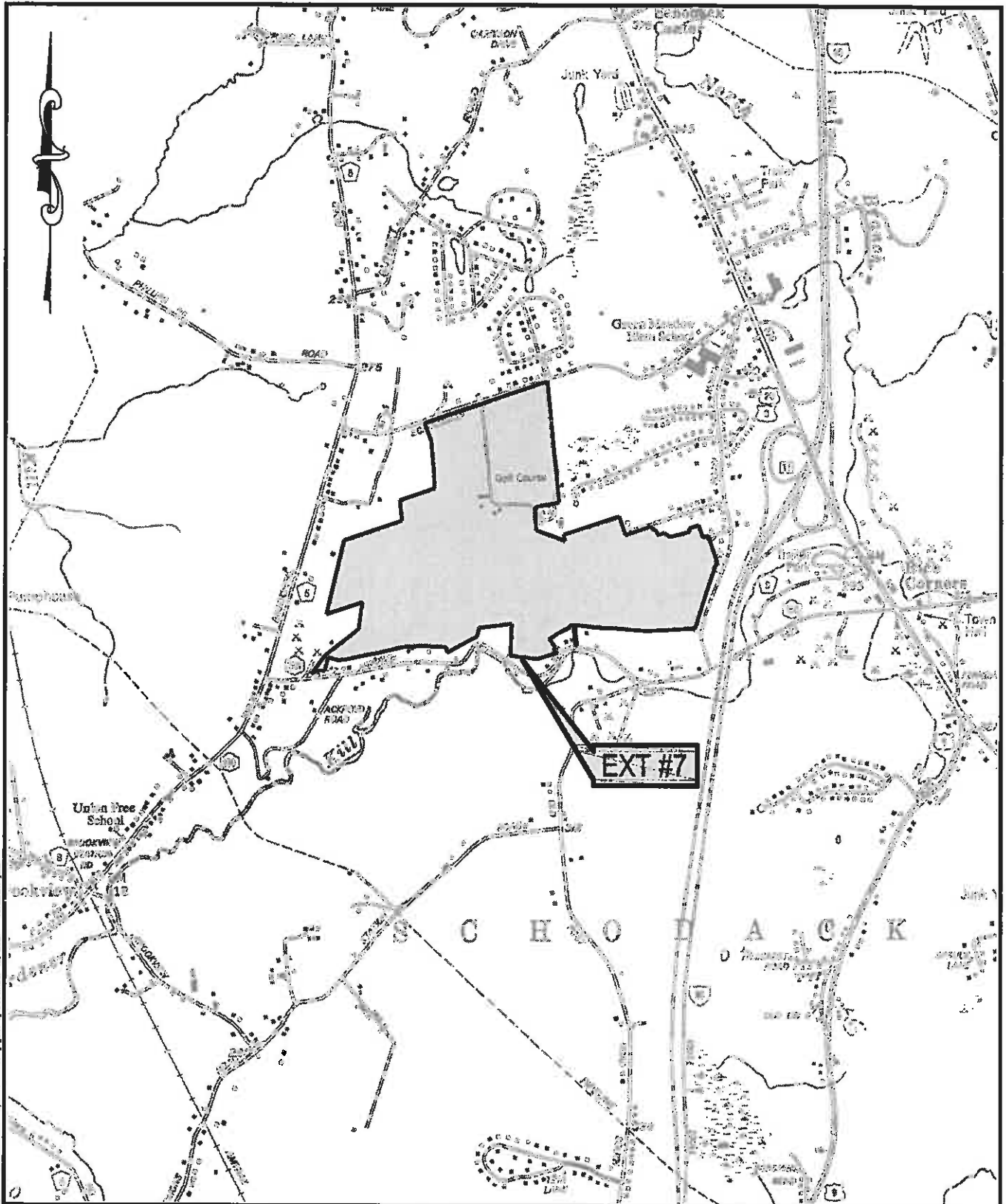
The following is recommended to create the water district extension:

1. The Town Board should adopt the recommendations and conclusions set forth herein.
2. Request special district counsel to prepare the requisite resolutions and notices for district extension.
3. Set a public hearing for the purpose of obtaining public comment on the water district extension proposal.
4. Depending upon the results of the hearing, adopt a resolution extending the district per special district counsel advice.
5. Since the extension of the water main is to be part of a development project, the project sponsor will need to obtain the required permits for the construction of the project.



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**APPENDIX A**  
**SITE LOCATION**



Laberge Group - c:\2021112\Good\Draw\2021112\_Sht.1\_Site\_Location\_Map\_Ext\_No.7.dwg [Sht.1] December 13, 2021 - 10:28am pjt2  
 Alteration of this document, except by a licensed professional engineer is illegal.  
 This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Laberge Group Limited and is not to be used, in whole or in part, for any other project without the written authorization of Laberge Group Limited.  
 © 2021 LABERGE ENGINEERING & CONSULTING GROUP LTD.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

TOWN OF SCHODACK  
 RENSSELAER COUNTY \* NEW YORK STATE  
 CONSOLIDATED WATER DISTRICT 101  
 EXT. NO. 7  
**SITE LOCATION**

DESIGNED BY: _____ DRAWN BY: JDF REVIEWED BY: _____	 <p> <b>Laberge Group</b>          ENGINEERING ARCHITECTURE SURVEYING PLANNING          4 Computer Drive West - Albany, New York 12205          (518) 458-7112 - www.labergegroup.com       </p>	DATE: 12/10/21 SCALE: 1"=2000' SHEET: 1
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**APPENDIX B  
PROPOSED DISTRICT  
EXTENSION BOUNDARIES**

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**APPENDIX C**  
**STATE HISTORIC PRESERVATION**  
**OFFICE CORRESPONDENCE**



**Parks, Recreation,  
and Historic Preservation**

KATY HOCHUL  
Governor

ERIK KULLERUD  
Commissioner

October 18, 2021

Jennifer Geraghty  
Hartgen Archeological Associates  
1744 Washington Ave Ext  
Rensselaer, NY 12144

Re: DEC  
Evergreen Golf Course Housing Development  
Town of Schodack, Rensselaer County, NY  
21PR02725

Dear Jennifer Geraghty:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the submitted materials in accordance with the New York State Historic Preservation Act of 1980 (section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources.

The Archaeology Unit has reviewed the Phase I Archaeological Survey report submitted for this project entitled "Phase I Archeological Investigation, Evergreen Golf Course Housing Development, 92 Schuurman Road, Town of Schodack, Rensselaer County, New York" prepared by Hartgen Archeological Associates, Inc. (21SR00639; September 2021). No archaeological sites were identified by the survey and the OPRHP concurs with the report recommendation that no additional archaeological work is necessary.

Please note that these comments pertain only to archaeological resources. Please continue to consult with Weston Davey in the Technical Preservation Services Unit at [Weston.Davey@parks.ny.gov](mailto:Weston.Davey@parks.ny.gov). If you have any questions concerning archaeology, I can be reached at [Jessica.Schreyer@parks.ny.gov](mailto:Jessica.Schreyer@parks.ny.gov)

Sincerely,

Jessica Schreyer  
Scientist Archaeology

2022-0100

January 26, 2022  
**VIA EMAIL & MAIL**

Charles Peter, Supervisor  
Town of Schodack  
265 Schuurman Road  
Castleton, New York 12033

Re: EPG Supporting Documents  
Sewer District #5 Disinfection Project  
Town of Schodack, New York

Dear Supervisor Peter:

Per NYS Environmental Facility Corporation's (EFC) letter dated December 14<sup>th</sup> regarding the Engineering Planning Grant (EPG), we have prepared the following documents for the Town's use and approval to satisfy EFC's request for supporting documentation.

- 1) SEQRA resolution declaring the Engineering Report project a Type II action.
- 2) A Contract addendum for our firm to perform the work.
- 3) Budget and Plan of Finance showing the total project cost and the Town's share of the cost.

The plan of finance and engineering addendum are in keeping with the previously approved grant application. Please note that our firm will be soliciting proposals from geotechnical contractors and will forward a recommendation for the Town to enter into agreement with one of them.

Upon review, if you have any questions please contact us. If there are no questions, please have the Town Board consider resolutions for each of the items above. Please note the attached SEQRA resolution format can be modified to the Town's standard, as necessary.

Upon receipt of the resolution and signed addendum, we will forward them and other items to EFC for their use, with a copy to the Town.

Very truly yours,  
LABERGE GROUP

By: \_\_\_\_\_  
Richard F. Laberge, P.E.  
President

RFL: bnl  
Enc.

C: Dawne Kelly, w/enc. (via email only)  
Ken Holmes, w/enc. (via email only)

**TOWN OF SCHODACK  
RESOLUTION TO DECLARE LEAD AGENCY STATUS AND CLASSIFY ACTION AS A TYPE II ACTION  
FOR THE 'EAST SCHODACK SEWER DISTRICT #5 ENGINEERING REPORT'**

At an official Meeting of the Town of Schodack Town Board of Rensselaer County, State of New York, held on \_\_\_\_\_ the following resolution was made by \_\_\_\_\_ and was subsequently seconded by \_\_\_\_\_.

**WHEREAS**, the Town Board of Schodack (Town Board) was notified by New York State Department of Environmental Conservation (NYSDEC) that the State Pollutant Discharge Elimination System (SPDES) permit authorizing the wastewater discharge from the East Schodack Sewer District #5 (Sewer District) requires disinfection be installed at the sewer treatment facility; and

**WHEREAS**, the Town of Schodack received a grant from the 2021 New York State Environmental Facilities Corporation (EFC) Wastewater Infrastructure Engineering Planning Grant Program to prepare the required engineering report and planning activities (project) for the Sewer District; and

**WHEREAS**, per 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations), under the State Environmental Quality Review Act (SEQRA), Section 617.5 provides that certain actions identified in subdivision (c) of that section are defined as Type II, which means that such actions are not subject to environmental review under the Environmental Conservation Law because such actions have been determined not to have a significant impact on the environment; and

**WHEREAS**, the Town Board will undertake the role of the Lead Agency for the review of this potential action and the consideration as to whether there is a potential for adverse impacts of this project in accordance with SEQRA;

**IT IS HEREBY RESOLVED**, that that the Schodack Town Board does hereby establish itself as the Lead Agency for the SEQRA review regarding the project; and

**BE IT FURTHER RESOLVED**, that the Town Board does hereby determine that the project is a Type II Action in accordance with 6 NYCRR Section 617.5(c)(24) and is therefore not subject to further review under 6 NYCRR Section 617; and

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

Absent                      Aye                      Nay

Supervisor Charles Peter: \_\_\_\_\_  
Councilmember Michael Kenney: \_\_\_\_\_  
Councilmember Scott Swartz: \_\_\_\_\_  
Councilmember Jim Bult: \_\_\_\_\_  
Councilmember Tracey Rex: \_\_\_\_\_

CERTIFICATION

RESOLUTION NO.  
Year 2022

I, Debra Curtis, Town Clerk of the Town of Schodack, and Clerk of the Schodack Town Board, do hereby certify that the RESOLUTION attached hereto was duly adopted by the Town Board at a meeting held on the \_ day of \_\_\_\_\_, 2022 in accordance with the applicable provisions of law and is an exact duplicate copy of the original thereof on file in the Town Clerk's office, and I do hereby further certify that said RESOLUTION has not been amended, repealed nor in any way altered and is in full force and effect.

In witness whereof I have hereunto set me hand and affixed the seal of the Town of Schodack this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Town Clerk  
Town of Schodack  
County of Rensselaer, New York

SEAL





3334 Route 23A \* P.O. Box 30  
 Palenville, NY 12463  
 Phone: (518) 678-2281 Fax: (518) 678-5576



Date: 1/14/2022

2022-103

**Estimate for Fire MSA Repairs**

Fire Department: Town of Schodack Contact: Brian Cassidy  
 Unit Number: Town Air Compressor Phone #: \_\_\_\_\_  
 Year: \_\_\_\_\_ Fax#: \_\_\_\_\_  
 Make/Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

#	Description of Repair:
1	Install new valves and MSA Quick Connect Adaptors on 2 fills on compressor fill station.
2	
3	
4	
5	
6	
7	

#	Part Number	Qty	Part Description	Unit Cost	Price
1	10162403	2	MSA Quick Connect Adaptors	\$495.00	\$990.00
2	CRLV-3/ 1/4-CR-S	2	Valve Assembly w/bleeder and 90 degree elbow	\$80.00	\$160.00
3	MSA10144231-SP	1	MSA G1 Fit Test Adaptor	\$115.00	\$115.00
4	MSA 805078	1	QuikChek Adaptor	\$156.00	\$156.00
5	MSA 496081	1	MSA OptiFilter (Box of 6)	\$149.00	\$149.00
6					
7					
8					
9					
10					

Estimated Parts Total: **\$1,570.00**

Labor	
Total \$ 1,750.00	

Estimated Labor Hrs	Hours	X	Cost	Estimated Total	Total w/ Parts & Labor	
Labor	2	X	\$90.00	\$180.00	Labor	\$180.00
Travel		X	\$90.00		Parts	\$1,570.00
MSA Warranty		X			Fuel	

Note: This is an ESTIMATE Only. Any unforeseen circumstances or additional parts required may affect this ESTIMATE.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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