Town of Rotterdam
Planning Commission
February 18, 2020

Approval of the Summary of Minutes February 4, 2020

1. **AC’s Towing & Recovery (Contract Vendee) – 103 Remsen Street.** Conceptual Site Plan review to operate AC Towing and Recovery with associated vehicle storage yard on a ±2.91 acre parcel. Engineer: C.T. Male Associates.

**Waivers**

1. **Matthew Berhoupt – 93 W. Campbell Road.** The applicant requests a Waiver of Site Plan review to host a variety vendors in the aisles of the Via Port Rotterdam Mall on various dates throughout the year.

2. **Matthew Berhoupt – 93 W. Campbell Road.** The applicant requests a Waiver of Site Plan for the seasonal sale of food products and crafts in the aisles of the Via Port Rotterdam Mall on various dates from May to September, 10 am – 2 pm.

3. **The Hangry Scot LLC – 80 W. Campbell Road.** The applicant requests a Seasonal Sales Permit review to operate a food truck from June 22, 2020 – October 22, 2020 in a designated area located in the Office Max parking lot.
DPW Comments
February 18, 2020


   1. Neither the property owner nor the contract vendee has signed the application.

   2. What is the status of the Rotterdam Pop Warner parking/access for the fields located to the south of this property?

   3. Provide project narrative. Proposed number of vehicles in the storage areas appears to be excessive given the allotted space as shown on the map.

   4. If applicant is proposing to utilize fabric to attach to the existing fencing, the condition of the fence should be evaluated and the type, color, and deterioration rate of fabric should be identified.


Involved/Interested Agencies
Schenectady County Economic Development and Planning
Schenectady County Department of Health
New York State Department of Environmental Conservation – Region #4
Rotterdam Highway Department
Rotterdam Police Department
Fire District #2
Mohonasen School District
PART III

SPECIAL USE PERMIT/SITE PLAN APPLICATION

General Information

Legal Owner's Name: AC's Towing & Recovery (Rafael Nieves & Karen Caprara)

Mailing Address: 1064 Catalyn Street

City: Schenectady  State: NY  Zip: 12303

Daytime Phone: 518-470-0343  Fax:

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

Owner’s Designated Contact: Robert Hess

Mailing Address: 4 Executive Park Drive

City: Albany  State: NY  Zip: 12203

Daytime Phone: 518-438-5364  Fax:

Project/Proposal Site Area (Acres or sq. ft.): 2.91 +/- acres

Assessor Tax Parcel No.(s) of Proposal Site: 58.00-1-5.2

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

Street Address of Proposed Site (if any):

103 Remsen Street

Describe Existing Use(s) on Proposed Site (Such as buildings, well, sewer drainfield and others):

Existing building used for storage. Existing pavements used for parking.

Existing Zoning Classification: I-1 Light Industrial District

School District: Mohonasen  Fire District: FD500

Water Supply: CI500-Water Dist
LEGAL INFORMATION

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

Located on the eastern side of the existing industrial park and on the south side of Remsen Street in the Town of Rotterdam, Schenectady County New York.

Name of public road (s) providing access: Remsen Street

Width of property fronting on public road: 319.11'

I have attached a legal description of the proposed site: 

<table>
<thead>
<tr>
<th></th>
<th>yes</th>
<th>no</th>
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</table>

I have attached a deed of the proposed site:

<table>
<thead>
<tr>
<th></th>
<th>yes</th>
<th>no</th>
</tr>
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<tbody>
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</tbody>
</table>

I have attached a lease agreement of the proposed site (if applicable):

<table>
<thead>
<tr>
<th></th>
<th>yes</th>
<th>no</th>
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</table>

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

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

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

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

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

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

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

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

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

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

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: ___________________________ Date: 2/7/2020

Address: C.T. Male Associates, 50 Century Hill Dr, Latham NY 12110

Phone: 518-786-7438

FAX: 518-786-7299

License Number: Dominick F. Arico, PE#066515

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE
PART IV

LEGAL OWNER SIGNATURE
(Signature of legal owner(s) or representative(s) as authorized by legal owner)

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

I further swear or affirm that (I)(we) (am)(are) the owner(s) of record of the area proposed for the previously identified land use action, or, if not the owner(s), attached herewith is written permission from the owner(s) authorizing my actions on his or her behalf.

Name: AC's Towing & Recovery

Address: 1064 Catalyn Street, Schenectady NY

Zip: 12303

Date: 

Phone: 518-470-0343

Signature of Applicant or Representative

Date

Signature of Applicant or Representative

Date

Notary
(For Part IV Above)

STATE OF NEW YORK) ss:
COUNTY OF SCHENECTADY)

SUBSCRIBED AND SWORN to me this ________ day of __________, 20 ____.

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York

My appointment expires: ________________

PART V
(To be completed by the Public Works Department)

Date Submitted: ___________________________ Staff: ___________________________

Total Fees: ___________________________ Receipt #: ___________________________

File #: ___________________________ Complete Application: ___________________________
Part II
TOWN OF ROTTERDAM
PLANNING COMMISSION SITE PLAN CHECKLIST

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

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

1. ☑ A map of the applicant's entire lot, plot or parcel of land at the scale of one inch equals 40 feet, unless the Planning Board determines a different scale more appropriate, showing all properties, subdivisions, streets, watercourses and easements which pass through the property or are known to abut the applicant's property.

2. ☑ The name and address of the applicant, vendee, contract vendee or owner and title of drawing.

3. ☑ The North symbol, date and scale.

4. ☑ The name, address, title and license number of the person or firm responsible for the preparation of the map.

5. ☑ Structures and circulation: ten (12) sets of preliminary plans, elevations and sections of proposed structures and roads, showing the proposed location, use and design of all buildings and structures dimensions, square footage, including any proposed division of buildings into units of separate occupancy and location of drives thereto, and showing the proposed location of all roads, pedestrian walkways and fire lanes.

6. ☑ Landscaping: Show location, dimension, type, and condition of existing landscaping, and location, dimension and type of proposed landscaping.

7. ☑ Cut and fill: extent and amount of cut and fill for all disturbed areas, including before and after profiles of typical development areas, parking lots and roads.

8. ☑ Stormwater retention: provisions for on-site stormwater retention basins during and after construction, designed to handle any increased rate of runoff.

9. ☑ Wells: location and test yields in gallons per minute of all proposed on-site wells.

10. ☑ Drainage fields or dry wells: location and percolation test results of all proposed drainage fields or dry wells.

11. ☑ Water supply and sewage disposal: description of method of water supply and sewage disposal and location of such facilities.

12. ☑ Location of existing wetlands and floodplains.

13. ☑ Lighting, power and communication facilities: location and design of lighting, power, fiber optic, and communication facilities.

14. ☑ Signs: location, design and size of all signs.

15. ☑ Site improvements: location of all existing and proposed drains, culverts, retaining walls and fences.

16. ☑ Outdoor storage: location of any outdoor storage and other accessory uses.

17. ☑ Uses: detailed breakdowns of all proposed floor space by type of use.

18. ☑ Other industrial uses: In an industrial district, specific uses proposed, number of employees for which buildings are designed, type of power to be used for any manufacturing process and the proposed method of disposal of such wastes or by-products shall also be shown.

19. ☑ State Environmental Quality Review: No application shall be deemed complete without compliance with State Environmental Quality Review (Please include with submittal).
Section B  The Planning Commission often requests these additional information items during the preliminary meeting. The applicant is typically requested to modify the site plan or explain this information in more detail at the meeting. This usually involves the expenditure of additional time and expense to the applicant.

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

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

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

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

Dominick F. Arico

Print Name

2/7/2019

Date

Signature

Page 4 of 9  Rotterdam Site Plan/Special Use Permit Application
### Short Environmental Assessment Form

**Part 1 - Project Information**

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

<table>
<thead>
<tr>
<th>AC's Towing &amp; Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Action or Project:</td>
</tr>
<tr>
<td>AC’s Towing &amp; Recovery</td>
</tr>
<tr>
<td>Project Location (describe, and attach a location map):</td>
</tr>
<tr>
<td>103 Remsen Street, Town of Rotterdam, NY 12306</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
</tr>
<tr>
<td>Site improvements at the existing 103 Remsen St are described as follows. The project site is 2.91 acres, located on the eastern side of the existing industrial park, on the south side of Remsen St, in the Town of Rotterdam, Schenectady County New York, also referenced as Tax Map Parcel 58.00-1-5.2. The project parcel is located in the I-1 Light Industrial District.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th>Telephone: 518-470-0343</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC's Towing &amp; Recovery</td>
<td>E-Mail: <a href="mailto:actowing518@gmail.com">actowing518@gmail.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>1064 Catalyn Street</td>
<td></td>
</tr>
<tr>
<td>City/PO: Schenectady</td>
<td>State: New York</td>
</tr>
</tbody>
</table>

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?
   - **If Yes**, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. **If no**, continue to question 2.
   - **YES**

2. Does the proposed action require a permit, approval or funding from any other government Agency?
   - **If Yes**, list agency(s) name and permit or approval:
   - **NO**
   - **YES**

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

4. Check all land uses that occur on, are adjoining or near the proposed action:
   - [ ] Urban
   - [ ] Rural (non-agriculture)
   - [X] Industrial
   - [X] Commercial
   - [X] Residential (suburban)
   - [ ] Forest
   - [ ] Agriculture
   - [ ] Aquatic
   - [ ] Other(Specify):
   - [ ] Parkland

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Page 1 of 3
5. Is the proposed action,  
   a. A permitted use under the zoning regulations?  
      | NO | YES | N/A |
      |    | ✔   |     |
   b. Consistent with the adopted comprehensive plan?  
      |    | ✔   |     |

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

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

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

9. Does the proposed action meet or exceed the state energy code requirements?  
   If the proposed action will exceed requirements, describe design features and technologies:  
   | NO | YES  
   |    | ✔   |

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

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

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

13.  
   a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?  
      | NO | YES  
      | ✔   |     |
   b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?  
      | NO | YES  
      | ✔   |     |

   If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:
- Shoreline
- Forest
- Agricultural/grasslands
- Early mid-successional
- Wetland
- Urban
- Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?
- NO
- YES

16. Is the project site located in the 100-year flood plan?
- NO
- YES

17. Will the proposed action create storm water discharge, either from point or non-point sources?
   If Yes,
   a. Will storm water discharges flow to adjacent properties?
   - NO
   - YES
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
   - NO
   - YES
   If Yes, briefly describe:
   To existing storm system

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?
   If Yes, explain the purpose and size of the impoundment:

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?
   If Yes, describe:

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?
   If Yes, describe:

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

Applicant/sponsor/name: Dominick F. Arico P.E., C/O C.T. Male Associates, Sponsor for Applicant  
Date: 2/7/2020

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

Part 1 / Question 7 [Critical Environmental Area] No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] No
Part 1 / Question 12b [Archeological Sites] Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] No
Part 1 / Question 15 [Threatened or Endangered Animal] No
Part 1 / Question 16 [100 Year Flood Plain] No
Part 1 / Question 20 [Remediation Site] No
between the UNITED STATES OF AMERICA, GRANTOR, acting by and through the
Secretary of Health, Education, and Welfare, by Bernice L. Bernstein,
Regional Director of Region II, New York, New York, under and pursuant
to the powers and authority contained in the provisions of the Federal
Property and Administrative Services Act of 1949 (63 Stat. 377), as amended
(hereinafter referred to as the Act) and Department of Health, Education,
and Welfare Statement of Organization and Delegation of Authority (35 P.R.
11653, July 14, 1970), and the Rotterdam-Draper Union Free School District,
a school district created under and pursuant to the Education Law of the
State of New York, having its principal office at the Town of Rotterdam,
County of Schenectady, State of New York, GRANTEE

WITNESSES:

THAT the GRANTOR, for and in consideration of the observance and
performance of the conditions, covenants, reservations, and restrictions
hereinafter contained, and other good and valuable consideration, receipt
of which is hereby acknowledged, has remised, released, and forever quit-
claimed, and by these presents does remise, release, and forever quitclaim,
without representation or warranty, express or implied, subject to the
covenants, conditions, restrictions, and reservations hereinafter contained,
unto the said GRANTEE, and to its successors and assigns, forever, the
premises particularly described in Schedule "A", attached hereto and made
a part hereof

TOGETHER WITH the appurtenances, the buildings and improvements there-
on, described in Schedule "B", attached hereto and made a part hereof, and
all the estate and rights of the GRANTOR in and to the said premises
SUBJECT TO any state of facts which a physical inspection and an
accurate and adequate survey of the premises may disclose;
SUBJECT FURTHER to any existing easements for public roads and highways,
public utilities, pipelines, and telephone agreements, if any, and to such
easements as are more particularly described in Schedule "C", attached
hereto and made a part hereof.
SUBJECT FURTHER to any covenants, conditions, restrictions, reservations, easements and rights-of-way, if any, contained in instruments of record affecting said premises so far as the same may now be in force and effect.

TO HAVE AND TO HOLD all and singular the foregoing described premises, together with the appurtenances, unto the said GRANTEE, its successors and assigns forever.

THIS CONVEYANCE is executed, delivered, and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the GRANTEE, its successors or assigns, and each of them, and these conditions shall, in addition, constitute undertakings, binding upon the GRANTEE, its successors and assigns, which shall be independent of and survive the execution and delivery of this conveyance. The GRANTEE, by the acceptance of this conveyance, hereby accepts to and also agrees to be bound by all the obligations, conditions, reservations, covenants, and agreements contained in this conveyance. The GRANTEE does hereby covenant for itself, its successors and assigns, as follows:

1. THAT for a period of thirty (30) years from the day of this conveyance the premises herein conveyed shall be utilized solely and continuously by the GRANTEE for educational purposes, in accordance with the program and plan, including the implementation thereof, as set forth in the application for said premises dated April 16, 1974, as amended June 7, 1974 and August 20, 1974, and duly executed and filed with the GRANTEE, pursuant to resolutions duly adopted by the GRANTEE on May 20, 1974 and July 15, 1974, and for no other purposes.

2. THAT during the aforesaid period of thirty (30) years, the GRANTEE will recall, mortgage, lease, encumber, or otherwise dispose of the above-described premises or any part thereof or interest therein only as the Department of Health, Education, and Welfare, or its successor in function, in accordance with its existing regulations, may authorize in writing.

3. THAT one year from the date of this conveyance and annually thereafter for the aforesaid period of thirty (30) years, unless the Secretary of Health, Education, and Welfare or his successor in function otherwise directs in writing, the GRANTEE will file with the Department of Health, Education, and Welfare or its successor in function, reports on the operation and maintenance of the above-described premises and will furnish,
an requested, such other pertinent data evidencing continuous use of the premises solely for the purposes specified in the application described in the condition numbered (1) above.

(4) THAT for the period during which the above-described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR, Part 80) issued pursuant to that Title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition numbered (1) above or under any other program or activity of the GRANTEE, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions set forth in paragraphs numbered (1), (2), (3), and (4) above, whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, all right, title, and interest in and to the above-described property shall, at the option of the United States, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the GRANTEE, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described premises and in any and all of the tenements, hereditaments, and appurtenances thereto belonging; PROVIDED, HOWEVER, that the failure of the Department of Health, Education, and Welfare or its successor in function to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the GRANTEE, its successors or assigns, with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the United States of America fails to exercise
its option to re-enter the premises for any such breach of said conditions numbered (1), (2), and (3) hereof within thirty-one (31) years from the date of this conveyance, said conditions numbered (1), (2), and (3) set forth above together with all rights of the United States of America to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished; PROVIDED FURTHER that the expiration of conditions numbered (1), (2), and (3) hereof and the rights to re-enter shall not affect the obligations of the GRANTEE, its successors and assigns with respect to condition numbered (4) hereof or the rights reserved to the United States of America to re-enter for breach of said condition.

The GRANTEE, by the acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the GRANTOR exercises its option to re-enter all right, title, and interest in the property to the GRANTOR, then the GRANTEE shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to the GRANTOR, including the period of any Notice of Intent to Revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Regulation FPMR 101-47.4913 (41 CFR Part 101) in effect as of the date of this deed, a copy of which is attached hereto and made a part hereof as Schedule "M".

The GRANTEE, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof - which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provisions of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the GRANTOR and its successors against the GRANTEE, its successors and assigns, and every successor in interest to the property, or any part thereof - that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and
Welfare (45 CFR Part 80) issued pursuant to that Title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition numbered (1) above or under any other program or activity of the GRANTEE, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

The GRANTEE, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that if the GRANTEE, its successors and assigns, shall cause any of said improvements to be insured against loss, damage, or destruction and any such loss, damage, or destruction shall occur during the period the GRANTEE holds title to said property subject to said conditions (1), (2), and (3), said insurance and all monies payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition and use or for the purpose of replacing said improvement with equivalent or more suitable improvements or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the buildings, structures or improvements lost, damaged, or destroyed.

The GRANTEE, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the GRANTEE, its successors and assigns, shall cause said improvements set forth in Schedule "A" to be insured against loss, damage, or destruction from flood to the maximum limit of coverage made available with respect to the particular type of property under the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 USC 4001 et seq.), and if any such loss, damage, or destruction shall occur during the period the GRANTEE holds title to said property subject to said conditions (1), (2), and (3), said insurance and all monies payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition and use or for the purpose of
replacing said improvement with equivalent or more suitable improvements,
or, if not so used, shall be paid over to the Treasurer of the United States
in an amount not exceeding the unamortized public benefit allowance of the
buildings, structures, or improvements lost, damaged, or destroyed.

In the event title to the above-described premises is reverted to the
United States of America for noncompliance or voluntarily reconveyed in
futu reverter, the GRANTEE, its successors or assigns, at the option
of the Department of Health, Education, and Welfare, or its successor in
function, shall be responsible and shall be required to reimburse the
United States of America for the decreased value of the above-described
property not due to reasonable wear and tear, acts of God, and alterations
and conversions made by the GRANTEE, its successors or assigns, to adapt
the property to the educational use, as hereinabove described, for which
the property was acquired. The United States of America shall, in addition
thereto, be reimbursed for such damage, including such costs as may be
incurred in recovering title to or possession of the above-described property,
as it may sustain as a result of the noncompliance.

The GRANTEE may secure abrogation of the conditions subsequent numbered
(1), (2), and (3) herein by:
a. Obtaining the consent of the Department of Health, Education,
and Welfare, or its successor in function; and
b. Payment to the United States of America in accordance with
the following conditions:
(1) If abrogation is requested by the GRANTEE for the purpose
of making the property or a portion thereof available to
serve the needs or purposes of a third party, payment
shall be based upon the current fair value, as of the
date of any such requested abrogation, of the property
to be released from the conditions and restrictions,
less amortized credit at the rate of three and one-third
(3-1/3) per cent of the public benefit allowance granted
on the original fair market value for each twelve months
during which the property has been utilized in accordance
with the purposes specified in the above identified
application.
(1) If abrogation is requested by the GRANTEE for the purpose of making the property available as security for financing of new construction, for acquiring substitute or better facilities, or for relocating elsewhere, all for the purpose of further advancing or promoting the program specified in the above identified application, payment shall be based upon the public benefit allowance granted to the GRANTEE of one hundred per cent (100%) from the fair value of Fifty-two Thousand Dollars ($52,000) as of the date of this instrument, less a credit at the rate of three and one-third (3-1/3) per cent of the public benefit allowance granted for each twelve months during which the property has been utilized in accordance with the purpose specified in the above identified application;

PROVIDED, HOWEVER, that the GRANTEE shall execute such agreement, supported by surety bond or other security that may be deemed by the Department to be necessary or advisable, to assure that the proceeds of sale obtained by the GRANTEE in any disposal of any portion of the property for effectuating one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program use specified in the above identified application.

The GRANTEE, by acceptance of this conveyance, further covenants and agrees, for itself, its successors and assigns, that in the event the premises herein conveyed are, at any time within the period of thirty (30) years from the date of this conveyance sold, leased, disposed of, or used for purposes other than those designated in condition numbered (1) above, without the consent of the Department of Health, Education, and Welfare, or its successor in function, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare or its successor in function, of benefits to the GRANTEE derived directly or indirectly from such sale, lease, disposal, or use, shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Department of
Health, Education, and Welfare, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the GRANTOR under any other provision of this conveyance.

The GRANTEES, by acceptance of this conveyance, further covenants and agrees, for itself, its successors and assigns, that the United States of America shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control, and use of the premises hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the thirty (30) year period of restricted use by the transferee, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively of over which it may have exclusive possession or control; (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control; (iii) pay a fair rent for the use of improvements or additions to the premises made by the GRANTOR without Government aid; and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear; acts of God and the common enemy excepted. Subsequent to the expiration or termination of the thirty (30) year period of restricted use, the obligations of the GRANTOR shall be as set forth in the preceding sentence, and, in addition, the GRANTOR shall be obligated to pay a fair rental for all or any portion of the conveyed property which it uses.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed on the day and year first above written.

Signed and acknowledged in the presence of:

By:

Bernice L. Bernstein
Regional Director

UNITED STATES OF AMERICA
Acting by and through the Secretary of Health, Education, and Welfare.
STATE OF NEW YORK
COUNTY OF NEW YORK

On this 20th day of April, 1976, before me, the subscriber, personally appeared Bernece L. Bernstein, to me known and known to me to be the Regional Director, Region II, New York, New York, of the United States Department of Health, Education, and Welfare, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of Health, Education, and Welfare, duly designated, empowered and authorized so to do by said Secretary by delegation of authority dated July 14, 1970 (35 F.R. 11,653), and she acknowledged that she executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

[Signature]
Notary Public

PAUL J. BROWN
Notary Public, State of New York
No. 24-012244
Qualified in Kings County
The foregoing conveyance is hereby accepted and the undersigned agree by this acceptance to assume and be bound by all obligations, conditions, restrictions, covenants, and agreements therein contained.

ROTTERDAM-DRAPER UNION FREE SCHOOL DISTRICT

By: [Signature]

STATE OF NEW YORK
COUNTY OF [County Name]

On this [26th] day of April 1974 appeared before me personally and being duly sworn did depose and state that he resides at 639 Fisher Ave, Rotterdam NY; that he is President of the Grantees named in the foregoing instrument; and that he was duly authorized to execute said instrument; and that he did execute the instrument on the date set forth thereon.

[Signature]
Notary Public
Commissioned [Signature] 1974/07/01
SCHEDULE "A"

All that tract or parcel of land situated in the Town of Rotterdam,
County of Schenectady, State of New York, and more particularly
described as follows:

BEGINNING at the point where an existing chain link fence marking
the easterly boundary of the Schenectady Armory Depot is intersected
by another chain link fence set on the southerly side of Remsen
Street (formerly Roosevelt Avenue) (Lilac Street), said point
being located as follows: Beginning at a point in the southerly
side of Remsen Street where it is intersected by the westerly side
of Westcott Road; thence along the southerly side of Remsen Street
(1) S 35°50' E, 850 feet to an angle point; (2) N 89°10' E, 215.76
feet to the point of beginning; running thence southerly, along
said existing fence marking the easterly boundary of the Schenectady
Armory Depot, a distance of 415.98 feet to an iron pipe; thence
westerly forming an interior angle of 90°05', a distance of 300.55
feet to an iron pipe; thence northerly, forming an interior angle
of 90°, passing over an iron pipe at 100.43 feet, a total distance
of approximately 475 feet of chain link fence set on the southerly
side of Remsen Street (Lilac Street). Running thence easterly,
forming an interior angle of 90°, along said existing fence marking
the northern boundary of the Schenectady Armory Depot, a distance
of approximately 103 feet to an angle; thence easterly continuing along
said chain link fence, forming an interior angle of 215°, a distance
of 215.76 feet to the point of beginning.

Containing in all, 2.8 acres of land, more or less.
<table>
<thead>
<tr>
<th>Description</th>
<th>Floor Area (Square Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Storage-Type Building</td>
<td>12,907</td>
</tr>
</tbody>
</table>
SCHEDULE "C"

SPECIAL EASEMENTS

There is hereby excepted and reserved unto the United States of America and its assigns the following described utility easements to be granted on in the process of being granted to the Town of Rensselaer, County of Schenectady, New York, for sanitary sewer lines and water pipelines in, on, over, under, and across the following described property for the construction, maintenance, repair, operation, and patrol of such facilities together with right to trim, cut, fell, and reserve therefrom all trees, underbrush, and structures or obstacles within the limits of the right of way.

Easement for an existing 10" Water Line; being a strip of land 20 feet in width and approximately 333 feet in length, being 10 feet either side of the following described center line:

Beginning at a point in the easterly side of End Road where it is intersected by the southerly boundary of lands formerly of the United States Army Reserve and Combined Field Maintenance Service Center (USAR and CFMS), Schenectady, New York, said point being distant south 127 feet more or less from the center line of 16th Street as extended East; running thence north along the easterly side of End Street a distance of 265 feet more or less to an angle point; thence turning an angle of 45°30' to the left and running 30 feet more or less to an angle point; thence turning an angle of 55° to the left and running 15 feet more or less to the westerly boundary of lands formerly of the USAR and CFMS, Schenectady.

Containing in all, 0.15 acres of land; more or less.

Easement for an existing 6" Water Line; being a strip of land 20 feet in width and approximately 195 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the easterly side of End Road where it is intersected by the southerly side of 15th Street as it is extended East, said point being the point where the herein-described line is connected to a 10" water line. Running thence in a northeasterly direction a distance of 195 feet more or less to a point in the southerly side of Lilac Street, said point being distant westerly 280 feet more or less from the westerly side of Farn Avenue.

Containing in all, 0.08 acres of land, more or less.

Easement for an existing 10" Sanitary Sewer; being a strip of land 20 feet in width and approximately 420 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the easterly side of End Road where it is intersected by the southerly boundary of lands formerly of the USAR and CFMS, Schenectady, New York, said point being distant south 127 feet more or less from the center line of 16th Street as extended East; running thence north along the easterly side of End Street a distance of 210 feet more or less to an angle point; thence turning an angle of 16° to the right and running a distance of 210 feet more or less to the southerly side of Lilac Street.

Containing in all, 0.19 acres of land, more or less.

Easement for an existing 8" Sanitary Sewer; being a strip of land 20 feet in width and approximately 20 feet in length, 10 feet either side of the following described center line:
Beginning at an angle point in the northerly side of Roosevelt Avenue 75 feet distant southeast from the easterly side of Paul Avenue; thence west crossing Roosevelt to the westerly side thereof, said point being the true point of beginning; running thence west through land formerly of the USA and CPNS, Schenectady, New York, 30 feet more or less to the westerly boundary of said lands.

Containing in all, 0.01 acres of land, more or less.

Easement for an existing 10" Water Line; being a strip of land 20 feet in width and approximately 978 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the easterly side of End Road where it is intersected by the southerly boundary of land formerly of the USA and CPNS, Schenectady, New York, said point being distant south 127 feet more or less from the center line of 15th Street as extended East; running thence north along the easterly side of End Street a distance of 268 feet more or less to an angle point; thence turning an angle of 47°30' to the left and running 50 feet more or less to an angle point; thence turning an angle of 52° to the left, crossing End Road and running along the southerly side of 15th Street a distance of 660 feet more or less to the easterly side of End Road.

Easement for an existing 10" water line; being a strip of land 20 feet in width and approximately 800 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the southerly side of 15th Street, said point being 35 feet more or less distant westerly from the easterly side of End Street; thence north forming a right angle with 15th Street and running a distance of 60 feet more or less to an angle point; thence turning an angle of 45° to the left and running 445 feet more or less to an angle point on the northerly side of the entrance road within the USA and CPNS, Schenectady; thence turning an angle of 45° to the left and running a distance of 295 feet more or less to the easterly side of East Street.

Easement for an existing 8" Sanitary Sewer; being a strip of land 20 feet in width and approximately 665 feet in length, 10 feet either side of the following described center line:

Beginning at a point located on the northwesterly side of land formerly of the USA and CPNS, Schenectady; said point being 110 feet distant westerly from an angle point in the northerly side of Roosevelt Avenue; running thence west, parallel to and 135 feet distant northerly from the northerly side of 15th Street and passing under Building #90, a distance of 665 feet to the easterly side of East Road.

Easement for an existing 6" Water Line; being a strip of land 20 feet in width and approximately 195 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the easterly side of End Road where it is intersected by the southerly side of 15th Street as it is extended East, said point being the point where the herein-described line is connected to a 10" water line. Running thence in a northerly direction a distance of 195 feet more or less to a point in the southerly side of Little Street, said point being distant westerly 260 feet more or less from the westerly side of Farm Avenue.

Easement for an existing 10" Sanitary Sewer; being a strip of land 20 feet in width and approximately 420 feet in length, 10 feet either side of the following described center line:
Beginning at a point in the easterly side of End Road where it is intersected by the southerly boundary of lands formerly of the USAR and USNS, Schenectady, said point being distant south 127 feet more or less from the center line of 16th Street as extended East; running thence north along the easterly side of End Street a distance of 210 feet more or less to an angle point; thence turning an angle of 14° to the right and running a distance of 210 feet more or less to the southerly side of Lilac Street.

Easement for an existing 8" Sanitary Sewer; being a strip of land 20 feet in width and approximately 30 feet in length, 10 feet either side of the following described center line:

Beginning at an angle point in the northerly side of Roosevelt Avenue 75 feet distant southeast from the easterly side of Paul Avenue; thence west crossing Roosevelt to the westerly side thereof, said point being the true point of beginning; running thence west through land formerly of the USAR and USNS, Schenectady, 30 feet more or less to the westerly boundary of said lands.

Easement for an existing 8" Sanitary Sewer; being a strip of land 20 feet in width and approximately 30 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the easterly side of East Road, said point being distant 22 feet south from the northeast corner of the USAR and USNS, Schenectady; running thence northeast through said lands 30 feet more or less to the northerly boundary thereof, said point being distant 21 feet more or less easterly from the northeast boundary corner of said lands of the USAR and USNS, Schenectady.

Containing in all, .015 acre of land, more or less.

Easement for an existing Storm Sewer; being a strip of land 20 feet in width and approximately 570 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the southerly boundary of lands of the USAR and USNS, Schenectady, as it runs along the southerly side of 16th Street, said point being 300 feet distant more or less westerly from the westerly side of End Road; running thence northwesterly, being East of and parallel to the easterly side of Building #30; a distance of 570 feet more or less.

Containing in all, 0.26 acre of land, more or less.

Easement for an existing 15" Storm Sewer; being a strip of land 20 feet in width and approximately 400 feet in length, 10 feet either side of the following described center line:

Beginning at a point in the easterly side of East Road, said point being in the northwest corner of lands of the USAR and USNS, Schenectady; running thence south along the easterly side of East Road through the lands of the United States 400 feet more or less to the center line of 15th Street.

Containing in all, 0.18 acre of land, more or less.
Excerpt from

FEDERAL PROPERTY MANAGEMENT REGULATIONS

SCHEDULE "D"

§ 101-47.6132 Outline of provisions for protection and maintenance of mechanical and electrical installations. (1) The terms "inspection," "testing," "maintenance," and "repair" shall be defined as follows:

(a) Inspection. Testing and maintenance of mechanical and electrical installations is considered to be essential. In testing work performed as part of the operation and maintenance of Federal real property, it is not necessary to prevent or correct errors in the performance of this work. However, necessary to prevent or correct errors in the performance of this work. However, the work performed as part of the operation and maintenance of Federal real property shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(b) Testing. Testing of mechanical and electrical installations is considered to be essential. In testing work performed as part of the operation and maintenance of Federal real property, it is not necessary to correct errors in the performance of this work. However, necessary to prevent or correct errors in the performance of this work. However, the work performed as part of the operation and maintenance of Federal real property shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(c) Maintenance. Maintenance of mechanical and electrical installations is considered to be essential. In maintaining work performed as part of the operation and maintenance of Federal real property, it is not necessary to prevent or correct errors in the performance of this work. However, necessary to prevent or correct errors in the performance of this work. However, the work performed as part of the operation and maintenance of Federal real property shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(2) The term "maintenance" shall be defined as follows:

(a) "Maintenance" includes all services necessary to keep mechanical and electrical installations in good operating condition.

(b) Maintenance work shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(c) Maintenance work shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(3) The term "repair" shall be defined as follows:

(a) "Repair" includes all services necessary to correct errors in the performance of maintenance work.

(b) Repair work shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(c) Repair work shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(4) The term "inspection" shall be defined as follows:

(a) "Inspection" includes all services necessary to determine the condition of mechanical and electrical installations.

(b) Inspection work shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.

(c) Inspection work shall be performed in accordance with the requirements established by the appropriate Federal agency for the protection and maintenance of mechanical and electrical installations.
2. **Town of Rotterdam.** Report and Recommendation to the Town Board to modify Chapter 270 entitled “Zoning” to add 270-167 D (7) (b) Signage to the adaptive reuse of religious or educational buildings.

DATE: January 31, 2020

TO: Steven Tommasone, Town Supervisor

FROM: Peter Comenzo, Sr. Planner 

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation to amend Chapter 270 entitled “Zoning”.

TOWN BOARD MEETING: February 12, 2020

Background Information: The purpose of the adaptive reuse of religious or educational buildings section is to foster the renovation and reuse of structures originally constructed for religious or educational uses which have historic, architectural, economic and cultural or other value to the Town and are at risk of becoming underutilized, vacant, or demolished.

The Town Board adopted §270-18, §270-28, §270-38 Special Uses, in the Agricultural, One Family Residential and Two Family Residential zones respectively and added Section D (1)-(7) to §270-167. “Standards for granting permits: additional requirements” on June 26, 2019.

Evaluation/Analysis: The need for signage was not addressed in these new Town Code Sections.

Recommendation(s): Refer to Planning Commission for Report and Recommendation for the addition of §270-167 D (7) (b) Signage.

Attachment/Document(s): Draft §270-167 D (7) (b) “Signage.”

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Updates to Zoning Code Chapter 270

LEGISLATION WILL BE PREPARED BY: Supervisor’s Office
§ 270-167 Standards for granting permits; additional requirements.

D. Special use permits, standards, and requirements for adaptive reuse of religious and educational buildings.
[Added 6-26-2019 by L.L. No. 9-2019]

(7) Parking and signage.

(a) Parking: The Planning Board is hereby authorized to modify otherwise applicable off-street parking requirements based upon competent evidence received and deemed acceptable by the Planning Board relating to the parking needs of the proposed adaptive reuse of the former religious or educational building.

(b) Signage: The Planning Board shall determine the size and type of any signage proposed as part of the special use permit and consider location and setting in its deliberations.