

MEETING OF THE ROTTERDAM TOWN BOARD

October 8, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

- Personnel matter regarding employee number 10082025a and 10082025b

PRESENTATIONS

PUBLIC HEARING

1. To recognize the introduction of Introductory Local Law No. __ of 2025; To establish a six (6) month moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam. Pg. 3

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

- 310.25** Accepting Town Board Meeting Minutes. Pg. 11
- 311.25** To accept revenue for Town Clerk's office for September 2025. Pg. 47
- 312.25** To authorize the Supervisor to execute and sign a memorandum of agreement with the Rotterdam Patrolmen's Benevolent Association Inc. (PBA). Pg. 53
- 313.25** To determine that the proposed Town of Rotterdam Curry Road Water Main Replacement Project is an unlisted action and will not have a significant adverse impact on the environment. Pg. 55
- 314.25** To recognize the introduction of Introductory Local Law ____ of 2025; To amend Chapter 270, Zoning, of the town code, relating to a Change of Zone request on two (2) parcels comprising ±98.29-acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay located at 595 Currybush Road and refer to the Planning Commission for report and recommendation. Pg. 73
- 315.25** To accept and award bid for Rotterdam Senior Center Stairway Rehabilitation. Pg. 106
- 316.25** To accept and award bid for Repairs of the Angers Avenue, Bernard Street and Hamburg Street Water Tanks. Pg. 128
- 317.25** To call for public hearing authorizing the Comptroller to appropriate reserve funds. Pg. 199
- 318.25** To Enact Local Law No. 7 of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam. Pg. 247
- 319.25** To purchase and install a generator for the Helderberg Meadows Pump Station. Pg. 262
- 320.25** To negotiate and execute Amendment No. 1 to an existing agreement with Barton & Logudice for Hazardous Materials Consulting Services for the Rotterdam Police Courts Project – 369 Duanesburg Road. Pg. 275
- 321.25** To schedule a budget workshop session for the 2026 tentative budget. Pg. 286
- 322.25** To enact Local Law No. 8 of 2025; To establish a six (6) month moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam. Pg. 287

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

PUBLIC HEARING #1

10/08/25

To recognize the introduction of
Introductory Local Law No. __ of 2025;
To establish a six (6) month moratorium
prohibiting Battery Energy Storage
System installations within the Town of
Rotterdam

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

Be it enacted by the Town Board of the Town of Rotterdam as follows:

SECTION 1. TITLE

This Local Law shall be known as the "Moratorium and Prohibition of Battery Energy Storage System Installations within the Town of Rotterdam."

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)1 Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive "incidental control" of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of battery energy storage system installations (as herein later defined) within the Town of Rotterdam for a period of approximately six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of battery energy storage system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate battery energy storage system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local

law(s) regulating the creation and/or siting of battery energy storage system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Battery Energy Storage System Installation(s) — Any installation of a rechargeable energy storage system, consisting of electrochemical storage batteries or similar technology, battery charges, controls, power condition systems, inverters, transformers, switchgears and associated electrical equipment designed to store electrical power received from a generating or transmission source and periodically discharging power from the battery energy storage system into the power grid. Systems typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence, farm operation or business on site shall not be considered a "Battery Energy Storage System Installation" for purposes of the Moratorium.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any Battery Energy Storage System Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town of Rotterdam for any Battery Energy Storage System Installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of battery energy storage systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) March 8, 2026; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of Battery Energy Storage System Installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to Battery Energy Storage System Installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a \$500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars (\$1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars (\$2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injection of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and

shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 309.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam desires to review the Town's Zoning Code and land use regulations and to recommend modifications to the local law regarding the installation of Battery Energy Storage Systems within the Town of Rotterdam; and

WHEREAS, changes to said law would permit an enhanced and easily understood code, to achieve the objectives of the Comprehensive Plan and encourage consistent and fair application of laws pertaining to such operations, and

WHEREAS, the Town of Rotterdam wishes to enact a temporary moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam, a copy of the proposed local law is attached;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No. ____ of 2025 to establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 110 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00pm on the 8th day of October, 2025, for the following purpose:

To establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

DATED: September 24, 2025

Daily Gazette: Please publish once on September 26, 2025
Town Clerk
Post

SECTION 3. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 310.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the September 24, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 30, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from September 24, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 8, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: October 8, 2025

Background Information: Attached. To adopt the meeting minutes of the September 24, 2025, Town Board Meeting.

Evaluation/Analysis: N/A

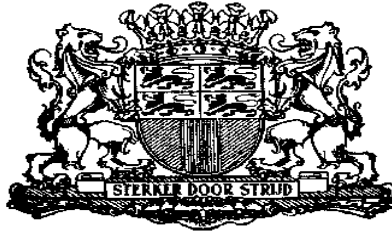
Recommendation(s): To place on Town Board agenda and Town Board meeting of October 8, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

September 29, 2025, 2025

Certified Resolutions: -#293.25 -#309.25 for the year 2025 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, 12306 that was held Wednesday, September 24, 2025. The Town Board Agenda Meeting started at approximately 6:51 p.m. The agenda meeting was adjourned at approximately 7:05 p.m. All agreed to adjourn the agenda meeting. Motion#16 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #17 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #18 was made by Councilmember Gallucci and seconded by Councilmember Dodson. Motion #19 was made by Councilmember Gallucci and seconded by Councilmember Mastroianni. The Town Board meeting began at approximately 7:06 p.m. The Town Board Meeting was adjourned at approximately 8:12 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were Present

Diane M. Marco
Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

September 24, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

PRESENTATIONS

- National Grid Inghams to Rotterdam Project

PUBLIC HEARING

1. To recognize the introduction of introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications. Pg. 4

PUBLIC HEARING CLOSED

2. To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30". Pg. 17

PUBLIC HEARING CLOSED

3. For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment. Pg. 25

PUBLIC HEARING CLOSED

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS:

MOTIONS

16.25 I make a motion to add resolution 306.25 to the agenda.

17.25 I make a motion to add resolution 307.25 to the agenda.

18.25 I make a motion to add resolution 308.25 to the agenda.

19.25 I make a motion to add resolution 309.25 to the agenda.

RESOLUTIONS

293.25 Accepting Town Board Meeting Minutes. Pg. 54

294.25 To declare IT equipment obsolete. Pg. 91

295.25 To authorize the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) to settle the grievance regarding crew leader pay. Pg. 94

296.25 To authorize final payment and release of retainage to Carver Construction, Inc. Pg. 96

297.25 Establishing Water/Sewer rents and contract assessments for the year 2025 for the Water/Sewer Districts. Pg. 101

298.25 To negotiate and execute an agreement with County Waste & Recycling for waste pickup at 26 W. Campbell Road. Pg. 104

299.25 To authorize the installation of an additional streetlight along Main Street in Rotterdam Junction. Pg. 111

300.25 To approve budget transfers to the 2025 budget. Pg. 114

301.25 Authorize the Supervisor to execute and sign a Governor's Safety Committee Grant award for the Rotterdam Town Police Department. Pg 117

302.25 To accept and award bid for Kiwanis International Park Waterfront Access Improvements. Pg. 168

303.25 To negotiate and execute a lease agreement with FG Rotterdam Holdings, LLC for the rental of warehouse space. Pg. 235

304.25 To Enact Local Law No. 6 of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time". Pg. 263

305.25 To negotiate and execute a lease agreement with De Lage Landen Financial Services, Inc. for copiers/printers. Pg. 269

306.25 To amend Resolution 205.25: Authorize the Supervisor to negotiate and enter into a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region.

307.25 Presentation by the Town Clerk of the 2026 Tentative Budget to the Town Board.

308.25 To schedule budget workshop sessions for the 2026 Tentative Budget.

309.25 To recognize the introduction of Introductory Local Law No. __ of 2025; To establish a six (6) month moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam and scheduling a public hearing thereon.

LIAISON REPORTS

MISCELLANEOUS

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 16.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #306.25 to the agenda.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #306.25 to the agenda and by the Town Board of the Town of Rotterdam on September 24, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 17.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #307.25 to the agenda.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #307.25 to the agenda and by the Town Board of the Town of Rotterdam on September 24, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 18.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #308.25 to the agenda.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #308.25 to the agenda and by the Town Board of the Town of Rotterdam on September 24, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 19.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #309.25 to the agenda.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #309.25 to the agenda and by the Town Board of the Town of Rotterdam on September 24, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 293.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of September 10, 2025, Town Board meeting as attached.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 294.25

TO DECLARE IT EQUIPMENT OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, of the Town of Rotterdam, on the advice and recommendation of the I.T. Department, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

- APC Back-Ups 600
- APC rack mount Back-Ups AMX 1500 RMU2 12 A 1200 W
- Dell monitor Ex07WFPc with stand
- (2) Dell monitors 1708FPf with stands
- Dell monitor E156FPf with stand
- IBM Monitor 9512-ABI with stand, built-in speakers
- Dell keyboards (2)
- Microsoft keyboard Natural Ergonomic 4000 v 1.0
- Fellowes wireless keyboard
- IBM ThinkPad laptop A20m (Windows 2000)
- Dell Optiplex GX620 (Windows XP)
- (2) Dell Optiplex 3020 midsize form factor
- Dell Optiplex 3020 large form factor
- Dell Optiplex 760 large form factor
- (3) Dell wired mice
- Fellowes wired mouse
- Logitech wireless mouse
- Cisco Meraki switch MS120-24P
- Netgear 5-port gigabit switch GS105
- Netgear 5-port 10/100 fast ethernet switch FS105
- StarTech.com 4 USB 2.0 Switch Hub
- D Link 5-port Ethernet switch DES-1105
- Epson ES-400 scanner

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 295.25

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) TO SETTLE THE GRIEVANCE REGARDING CREW LEADER PAY

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association to settle a grievance regarding Crew Leader Pay.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 296.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO CARVER CONSTRUCTION, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303, for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in the total amount, not to exceed eight thousand eight hundred seven and 20/100. (\$8,807.20) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 297.25

**ESTABLISHING WATER/SEWER RENTS AND CONTRACT ASSESSMENTS FOR
THE YEAR 2025 FOR THE WATER/SEWER DISTRICTS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That water/sewer rents and contract assessments for the year 2025 for the water/sewer districts of the Town of Rotterdam hereinafter set forth, be and they hereby are established and that the Receiver of Taxes and Assessments, is hereby directed to receive and collect from the several persons named on the water rent roll, the several sums mentioned in the last column thereof opposite their respective name on or after June 1 through July 31, 2025. All charges unpaid by July 31, 2025, will be placed on Town Tax Rolls with additional penalties and collected in the same manner as other Town taxes:

District:	Charge per unit:	Total Collected:
Water 3&4	\$520.62	\$191,588.16
Water 5	\$91.54	\$1,051,507.91
Sewer 2	\$418.26	\$1,412,909.72
Sewer 3	\$183.08	\$40,710.28
Sewer 4	\$555.56	\$2,222.22
Sewer 6	\$1,179.78	\$19,820.24
Sewer 7	\$283.71	\$132,506.75
Grand Total:		\$2,851,265.28

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 298.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH COUNTY WASTE & RECYCLING FOR WASTE PICKUP AT 26 W. CAMPBELL ROAD

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with County Waste & Recycling, located at PO Box 431, Clifton Park, New York 12065, for weekly waste pickup located at 26 West Campbell Road, Rotterdam, New York 12306, at a weekly rate not to exceed one hundred ninety four and 55/100 (\$194.55) dollars, for a term of 60 months.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 299.25

**TO AUTHORIZE THE INSTALLATION OF AN ADDITIONAL STREETLIGHT
ALONG MAIN STREET IN ROTTERDAM JUNCTION**

WHEREAS, with growing safety concerns, an additional streetlight needs to be installed on Main Street, on existing utility pole NM 395, with fixtures similar to the existing LED B-24-watt light National Grid uses; and

WHEREAS, the engineering design and installation will be performed by National Grid at no cost to the Town; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes National Grid to perform the installation of one additional lighting fixture on pole NM 395 located on Main Street, Rotterdam Junction, shown on the attached map, in Lighting District Number 2 at no cost to the Town of Rotterdam.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 300.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2025 are hereby audited and approved:

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A1220-131003	FROM: CLERK PART TIME	\$ 3,000.00
General	A1220-132003	TO: EVENTS/MEDIA ADMIN STIPEN	\$ 3,000.00
General	A1315-160005	TO: ACCOUNTANT, FULL TIME	\$ 71,000.00
General	A1315-180004	FROM: DEPUTY COMPTROLLER	\$ 71,000.00
General	A1315-4300	FROM: MISCELLANEOUS EXPENSES	\$ 190.00
General	A1315-4403	TO: COMPT MEMEBERSHIP DUES	\$ 190.00
General	A1330-4100	FROM: TAX OFFICE SUPPLIES	\$ 11.90
General	A1330-4400	TO: TAX REPR/MACH CONTRACT	\$ 11.90
General	A1410-4100	TO: TWN CLRK OFFICE SUPPLIES	\$ 538.48
General	A1410-4202	FROM: INFORMATIONAL MAILERS	\$ 1,035.77
General	A1410-4300	TO: CONFERENCE/TRAINING	\$ 962.62
General	A1410-4326	FROM: TWN CLRK LEGAL NOTICES	\$ 962.62
General	A1410-4400	TO: TWN CLRK REPAIR/MACH CONTR	\$ 497.29
General	A1490-130011	FROM: .30 ACCOUNT CLERK	\$ 15,401.00
General	A1490-150011	TO: CONF SECR TO DIRECTOR OF DPW	\$ 15,401.00
General	A1490-4163	TO: SAFTEY CLOTHING SUPPLIES	\$ 32.00
General	A1490-4300	TO: DPW CONFERENCES	\$ 630.00
General	A1490-4801	FROM: DPW SOFTWARE & SUPPLIES	\$ 662.00
General	A1620-4104	FROM: ELEVATOR MAINTENANCE	\$ 2,949.85
General	A1620-4601	TO: PREVENATIVE MAINT & SUPPLY	\$ 2,949.85
General	A1670-4701	FROM: CENTRAL MAILING	\$ 2,277.00
General	A1670-4702	TO: PRINTING CODE VOUCH MAPPS	\$ 2,277.00
General	A1680-4270	FROM: MISCELLANEOUS EXPENSES	\$ 150.00
General	A1680-4300	TO: CONFERENCES	\$ 100.00
General	A1680-4401	TO: SUBSCRIPTIONS	\$ 50.00

General	A2540-110013	FROM: BINGO INSPECTOR	\$	5,000.00
General	A3120-4100	FROM: POLICE OFFICE SUPPLIES	\$	374.63
General	A3120-4204	TO: POLICE DIESEL GENERATOR	\$	374.63
General	A3120-4302	FROM: PATROL MAINT & REPAIR	\$	0.50
General	A3120-4316	TO: EMERGENCY GENERATOR	\$	0.50
General	A3310-4500	TO: TRAFFIC CONTROL ELECTRIC	\$	347.55
General	A3310-4115	FROM: TRAFFIC SAFTEY LIGHTS & CONES	\$	200.00
General	A3310-4163	TO: SAFETY CLOTHING SUPPLIES	\$	200.00
General	A3310-4600	FROM: TRAFFC CONTROL HEAT	\$	347.55
General	A3510-4120	TO: ANIMAL SHELTER	\$	4,500.00
General	A3510-4270	FROM: MISCELLANEOUS EXPENSES	\$	4,500.00
General	A3620-4163	TO: SAFETETY CLOTHING SUPPLIES	\$	200.00
General	A3620-4602	FROM: SAFETY SUPPLIES	\$	200.00
General	A5132-4022	TO: ENGINEERING FEES GARAGE	\$	10,000.00
General	A5132-4600	FROM: HWY GARAGE HEAT	\$	10,000.00
General	A6772-110019	TO: SENIOR PROGRAM VAN DRIVER	\$	8,000.00
General	A6772-121019	TO: CLERK PT	\$	7,000.00
General	A6772-127019	FROM: RECREATION LEADER PT	\$	15,000.00
General	A6772-4600	FROM: HEAT	\$	571.68
General	A6772-4902	TO: HVAC & FIE ALARMS MAINTENANCE	\$	571.68
General	A7110-2000	TO: PARKS EQUIP/FACILITIES	\$	7,920.96
General	A7110-4145	TO: PRKS MACHINERY REPAIR	\$	2,146.13
General	A7110-4152	TO: PARKS DUMPSTER RENTAL	\$	1,034.57
General	A7110-4153	FROM: PARKS IMPROVEMENTS	\$	3,956.68
General	A7110-4163	TO: SAFETY CLOTHING SUPPLIES	\$	775.98
General	A8189-4163	TO: SAFETY CLOTHING SUPPLIES	\$	92.00
General	A8189-4270	FROM: MISCELLANEOUS EXPENSES	\$	92.00
General	A8720-110013	TO: BINGO INSPECTOR	\$	5,000.00
General	A8810-2000	FROM: EQUIPMENT	\$	7,920.96
Highway	DA5130-4163	TO: SAFETY CLOTHING SUPPLIES	\$	323.75
Highway	DA5130-4711	FROM: HWY SIDEWALK REPAIR	\$	1,104.52
Highway	DA5130-4709	TO: HWY MACHINERY MISC EXP	\$	1,104.52
Highway	DA5130-4712	FROM: HWY GREASE OIL LUBRICNTS	\$	323.75
Highway	DA5140-4304	FROM: FUEL BRUSH & WEED	\$	836.88
Highway	DA5140-4163	TO: SAFETY CLOTHING SUPPLIES	\$	836.88
Sewer Dist 2	S28110-4163	TO: SAFETY CLOTHING SUPPLIES	\$	25.60
Sewer Dist 2	S28110-4300	TO: S2 CONFERENCES/TRAINING	\$	4,613.10
Sewer Dist 2	S28110-4855	FROM: S2 PAYING AGENT FEES	\$	4,638.70

Sewer Dist 2	S28130-150083	TO: WWTP MECHANIC	\$ 69,151.88
Sewer Dist 2	S28130-150084	FROM: WWTP OPERATOR	\$ 6,389.47
Sewer Dist 2	S28130-155084	FROM: SEWER LABORER FT	\$ 62,762.41
Sewer Dist 7	S78120-100083	TO: .05 W&S MAINT SUPERVISOR	\$ 3,574.00
Sewer Dist 7	S78120-110096	FROM: .05 MEO CREW LEADER	\$ 3,574.00
Water Dist 3	W38310-4163	TO: SAFETY CLOTHING SUPPLIES	\$ 12.80
Water Dist 3	W38310-4270	FROM: MISCELLANEOUS EXPENSES	\$ 12.80
Water Dist 3	W38320-4163	TO: SAFETY CLOTHING SUPPLIES	\$ 30.00
Water Dist 3	W38320-4270	FROM: MISCELLANEOUS EXPENSES	\$ 30.00
Water Dist 3	W38340-100093	FROM: .10 MEO CREW LEADER	\$ 7,148.00
Water Dist 3	W38340-140093	TO: .10 W&S MAINTSUPERVISOR	\$ 7,148.00
Water Dist 3	W38340-4163	TO: SAFETY CLOTHING SUPPLIES	\$ 74.40
Water Dist 3	W38340-4270	FROM: MISCELLANEOUS EXPENSES	\$ 74.40
Water Dist 5	W58320-4305	TO: W5 AUTO MAINT & REPAIR	\$ 1,569.83
Water Dist 5	W58320-4879	FROM: W5 INSTRMNT PUMP MAINT	\$ 1,569.83
Water Dist 5	W58340-100096	TO: .60 W&S MAINT SUPERVISOR	\$ 42,888.00
Water Dist 5	W58340-110095	FROM: .60 MEO CREW LEADER	\$ 42,888.00

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 301.25

**AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A GOVERNOR'S
SAFETY COMMITTEE GRANT AWARD FOR THE ROTTERDAM TOWN POLICE
DEPARTMENT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign the Governor's Safety Committee Grant Award for the Police Traffic Services Program, awarded to Rotterdam Town Police Department, in the amount of thirteen thousand five hundred and 00/100 (\$13,500.00) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 302.25

**TO ACCEPT AND AWARD BID FOR KIWANIS INTERNATIONAL PARK
WATERFRONT ACCESS IMPROVEMENTS**

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Kiwanis International Park Waterfront Access Improvements, Contact No. 1 to Carver Construction, Inc., located at 26 Corporate Circle Albany, NY 12203, at the mutual consent of both the Town and Carver Construction, Inc., in the amount not to exceed, two hundred fifty five thousand one hundred seventy four and 00/100 (\$255,174.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Kiwanis International Park Waterfront Access Improvements, Contact No. 2 to Wm. J. Keller & Sons Construction Corp., located at 1435 Route 9 Castleton, NY 12033, at the mutual consent of both the Town and Wm. J. Keller & Sons Construction Corp., in the amount not to exceed, one hundred eighteen thousand six hundred sixty five and 00/100 (\$118,665.00) dollars.

SECTION 3. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 4. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 303.25

**TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH FG
ROTTERDAM HOLDINGS, LLC FOR THE RENTAL OF WAREHOUSE SPACE**

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by
Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with FG Rotterdam Holdings, LLC for lease of a portion of Building 20, Rotterdam Corporate Park, Schenectady, NY 12306, consisting of 7300 square feet, for a period of sixteen (16) months, at a monthly rate of two thousand seven hundred thirty seven and 50/100 (\$2,737.50) dollars, commencing October 1, 2025 and ending January 31, 2027.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 304.25

TO ENACT LOCAL LAW NO. 6 OF 2025; TO AMEND CHAPTER 266, “VEHICLES AND TRAFFIC”, SECTION 52, ENTITLED “SCHEDULE XII: NO PARKING AT ANY TIME”

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 6 of 2025.

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

SECTION 3. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk’s office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 305.25

TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT WITH DE LAGE LANDEN FINANCIAL SERVICES, INC. FOR COPIERS/PRINTERS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a lease agreement with De Lage Landen Financial Services, Inc., for copier leases to the Department of Public Works, Comptroller, Senior Center, Town Clerk, and Justice's Town Court, at a monthly rate not to exceed seven hundred thirty-four and 10/100 (\$734.10) dollars for a five (5) year lease.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 306.25

**TO AMEND RESOLUTION 205.25: AUTHORIZE THE SUPERVISOR TO
NEGOTIATE AND ENTER INTO A PUBLIC BENEFIT SERVICES AGREEMENT
WITH LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION**

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

SECTION 1. Section 1 of Resolution 205.25, as amended, is hereby amended, and restated as follows:

The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and enter into a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region, for the demolition of Town property located at 369 Duanesburg Road, Rotterdam, New York 12306, for the sum of forty five thousand five hundred and 00/100 (\$45,500.00) dollars, with an additional services increase not to exceed thirty three thousand six hundred two and 00/100 (\$33,602.00) dollars for a new total contract cost not to exceed seventy nine thousand one hundred two and 00/100 (\$79,102.00) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 307.25

PRESENTATION BY THE TOWN CLERK OF THE 2026 TENTATIVE BUDGET TO THE TOWN BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the presentation by the Town Clerk of the 2026 Tentative Budget to the Town Board at this regular scheduled meeting on September 24, 2025.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 308.25

TO SCHEDULE BUDGET WORKSHOP SESSIONS FOR THE 2026 TENTATIVE BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules special meetings as set forth below for purposes of conducting budget workshops in connection with the 2026 tentative budget, and for any other business which may come before the Town Board:

<u>Date</u>	<u>Time</u>	<u>Location</u>
Monday, September 29 th , 2025	5:30 PM	Rotterdam Town Hall, 2 nd Floor Board Room, 1100 Sunrise Boulevard, Rotterdam, NY 12306
Monday, October 6 th , 2025	5:30 PM	Rotterdam Town Hall, 2 nd Floor Board Room, 1100 Sunrise Boulevard, Rotterdam, NY 12306

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than 2 days prior to the date designated above for such special meetings, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS**

PLEASE TAKE NOTICE that the Town Board of the Town of Rotterdam will hold special meetings at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on the following dates and times, for purposes of conducting budget workshops in connection with the 2026 tentative budget.

Monday, September 29th, 2025 – @ 5:30 PM & Monday, October 6th, 2025 – @ 5:30 PM

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

DATED: September 24, 2025

Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 309.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam desires to review the Town's Zoning Code and land use regulations and to recommend modifications to the local law regarding the installation of Battery Energy Storage Systems within the Town of Rotterdam; and

WHEREAS, changes to said law would permit an enhanced and easily understood code, to achieve the objectives of the Comprehensive Plan and encourage consistent and fair application of laws pertaining to such operations, and

WHEREAS, the Town of Rotterdam wishes to enact a temporary moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam, a copy of the proposed local law is attached;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Local Law No. ____ of 2025 to establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 110 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00pm on the 8th day of October, 2025, for the following purpose:

To establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

DATED: September 24, 2025

Daily Gazette: Please publish once on September 26, 2025
Town Clerk
Post

SECTION 3. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 311.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR SEPTEMBER 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____, **NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of September 2025 has been placed on file and the Town Clerk's check in the amount of five thousand three hundred seventy dollars and 15/100 (\$5,370.15) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 1, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for September \$5,370.15 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 8, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: October 8, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of October 8, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

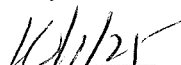
LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Account Description	Fee Description	Account#	Qty	Local Share
Total Local Shares Remitted:				\$5,370.15
Amount paid to:	NYS Ag. & Markets for spay/neuter program			238.00
Amount paid to:	NYS Environmental Conservation			4,349.18
Amount paid to:	State Health Dept. For Marriage Licenses			450.00
Total State, County & Local Revenues:				\$10,407.33
Total Non-Local Revenues:				\$5,037.18

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

	
Supervisor	Town Clerk


Date


Date

Account Description	Fee Description	Account#	Qty	Local Share
Bingo 3%	Bingo 3%	A2530	7	161.33
			Sub-Total:	\$161.33
Conservation	Conservation	A1255	19	239.82
			Sub-Total:	\$239.82
Dog Licensing	Female, Spayed	A2544	91	1,274.00
Dog Licensing	Female, Unspayed	A2544	6	102.00
Dog Licensing	Male, Neutered	A2544	96	1,344.00
Dog Licensing	Male, Unneutered	A2544	11	187.00
			Sub-Total:	\$2,907.00
Ez pass	Ez Pass	A1255	2	50.00
			Sub-Total:	\$50.00
Late Fees	Late Fee -Dog Renewal	A1550	23	230.00
			Sub-Total:	\$230.00
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	20	350.00
			Sub-Total:	\$350.00
Misc	Impoundment Fees - Dogs	A1550	1	10.00
			Sub-Total:	\$10.00
MISC. FEES	Boarding - Dog		1	5.00
MISC. FEES	Certified Copies	A1255	118	1,240.00
MISC. FEES	Insufficient Funds	A1255	1	20.00
			Sub-Total:	\$1,265.00
One Day Officiant License	One Day Officiant License	A1255	2	50.00
			Sub-Total:	\$50.00
parade vending permit	Parade Permit	A002545	4	100.00
			Sub-Total:	\$100.00
PERMIT FEES	Garage Sale	A2590	108	540.00
			Sub-Total:	\$540.00
Senior Discount	Senior Discount	A2544	69	-683.00
			Sub-Total:	-\$683.00
Soliciting	Soliciting Hawking Peddler	A2545	1	150.00
			Sub-Total:	\$150.00

**Monthly Worksheet of Daily Work
September 2025**

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
9/2/2025	\$564.00	\$249.00	\$238.13	\$10.87	\$145.00	\$14.00	\$131.00	\$120.00	\$67.50	\$52.50	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
9/3/2025	\$337.00	\$97.00	\$91.65	\$5.35	\$80.00	\$6.00	\$74.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/4/2025	\$853.33	\$194.00	\$181.84	\$12.16	\$251.00	\$26.00	\$225.00	\$200.00	\$112.50	\$87.50	\$33.33	\$0.00	\$0.00	\$0.00	\$0.00
9/5/2025	\$485.52	\$144.00	\$134.61	\$9.39	\$115.00	\$11.00	\$104.00	\$40.00	\$22.50	\$17.50	\$41.52	\$0.00	\$0.00	\$0.00	\$0.00
9/8/2025	\$492.00	\$177.00	\$166.50	\$10.50	\$250.00	\$21.00	\$229.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/9/2025	\$507.00	\$167.00	\$157.78	\$9.22	\$100.00	\$8.00	\$92.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/10/2025	\$645.46	\$284.00	\$266.13	\$17.87	\$96.00	\$10.00	\$86.00	\$0.00	\$0.00	\$0.00	\$20.46	\$0.00	\$0.00	\$0.00	\$0.00
9/11/2025	\$173.10	\$0.00	\$0.00	\$0.00	\$106.00	\$10.00	\$96.00	\$0.00	\$0.00	\$0.00	\$17.10	\$0.00	\$0.00	\$0.00	\$0.00
9/12/2025	\$407.00	\$127.00	\$119.99	\$7.01	\$120.00	\$10.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/15/2025	\$278.00	\$127.00	\$118.54	\$8.46	\$136.00	\$12.00	\$124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/16/2025	\$231.00	\$55.00	\$51.96	\$3.04	\$141.00	\$16.00	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/17/2025	\$111.00	\$0.00	\$0.00	\$0.00	\$56.00	\$8.00	\$48.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/18/2025	\$472.00	\$57.00	\$53.86	\$3.14	\$60.00	\$4.00	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/19/2025	\$352.00	\$107.00	\$100.37	\$6.63	\$100.00	\$9.00	\$91.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/22/2025	\$812.00	\$542.00	\$513.54	\$28.46	\$160.00	\$14.00	\$146.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
9/23/2025	\$416.00	\$246.00	\$230.98	\$15.02	\$35.00	\$3.00	\$32.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/24/2025	\$394.30	\$254.00	\$237.79	\$16.21	\$75.00	\$5.00	\$70.00	\$0.00	\$0.00	\$0.00	\$15.30	\$0.00	\$0.00	\$0.00	\$0.00
9/25/2025	\$270.89	\$87.00	\$82.19	\$4.81	\$85.00	\$9.00	\$76.00	\$0.00	\$0.00	\$0.00	\$28.89	\$0.00	\$0.00	\$0.00	\$0.00
9/26/2025	\$1,332.73	\$983.00	\$950.22	\$32.78	\$85.00	\$11.00	\$74.00	\$80.00	\$45.00	\$35.00	\$4.73	\$0.00	\$0.00	\$0.00	\$0.00
9/29/2025	\$707.00	\$387.00	\$364.92	\$22.08	\$125.00	\$14.00	\$111.00	\$120.00	\$67.50	\$52.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9/30/2025	\$566.00	\$305.00	\$288.18	\$16.82	\$141.00	\$17.00	\$124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Audited by dmm 9/29/2025	\$10,407.33	\$4,589.00	\$4,349.18	\$239.82	\$2,462.00	\$238.00	\$2,224.00	\$800.00	\$450.00	\$350.00	\$161.33	\$0.00	\$0.00	\$50.00	\$50.00

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES

TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE October 1, 2025 3001
29-7/213

PAY
TO THE
ORDER OF

PAY TO THE ORDER OF Mollie Collins, Supervisor

\$ 5370.15

Five thousand three hundred seventy and 15/100 DOLLARS

KeyBank 
KeyBank National Association

MEMO Revenue September

Dan M. New
Town Clerk

 Mobile Deposit Safe
Details on page 10

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RESOLUTION NO. 312.25

**TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM
OF AGREEMENT WITH THE ROTTERDAM PATROLMEN'S BENEVOLENT
ASSOCIATION INC. (PBA)**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association Inc. one year rollover contract.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 1, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association, Inc. (PBA)

TOWN BOARD MEETING: October 8, 2025

Background Information: The Town of Rotterdam has been in contract negotiations with the Rotterdam Patrolmen's Benevolent Association, Inc. (PBA) for several months.

Evaluation/Analysis: The Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association, Inc. (PBA) have come to an agreement on a one year "rollover" contract.

Recommendation(s): Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association, Inc. (PBA) for the 2025 year.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 313.25

**TO DETERMINE THAT THE PROPOSED TOWN OF ROTTERDAM CURRY ROAD
WATER MAIN REPLACEMENT PROJECT IS AN UNLISTED ACTION AND WILL
NOT HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT**

WHEREAS, The Town of Rotterdam (Town) is proposing the Town of Rotterdam Curry Road Water Main Replacement Project (Project), located in the Town of Rotterdam, Schenectady County, New York; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (“SEQRA”) and the implementing regulations at 6 NYCRR Part 617 (the “Regulations”), the Town of Rotterdam Town Board desires to comply with SEQRA and the Regulations; and

WHEREAS, the Project has been classified as an “Unlisted Action” as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.2; and

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

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam Town Board hereby establishes itself as Lead Agency for the Curry Road Water Main Replacement Project.

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

SECTION 3. As a consequence of such findings and declaration, and in compliance with the requirements of SEQRA, the Town of Rotterdam Town Board, as Lead Agency, hereby directs the Town of Rotterdam Supervisor to sign the FEAF Part 3 – Determination of Significance indicating that the project will not result in one or more potentially large or significant adverse impacts (negative declaration).

SECTION 4. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 30, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Issuance of a Negative Declaration for the Curry Road Water Main Replacement Project

TOWN BOARD MEETING: October 8, 2025

Background Information: The Curry Road Water Main Replacement project will consist of the open cut replacement of 2,000 LF of the Town's existing 20-inch diameter cast iron water main with new 24-inch diameter water main piping and appurtenances, including isolation valves, four (4) hydrant assemblies, and service connections, on Curry Road between Altamont Avenue and Marlette Street. It is anticipated that a portion of the new water main will cross the Town's existing storm sewer culvert that carries Cowhorn Creek.

Evaluation/Analysis: The Town Board declared lead agency on July 9, 2025. The project and Environmental Assessment Form was circulated to interested and involved agencies.

Recommendation(s): Town Board should consider adoption of the Draft Negative Declaration pursuant to NYCRR Part 617 – State Environmental Quality Review.

Attachment/Document(s): SEQR Environmental Assessment Form
Responses to SEQR circulation
Draft Negative Declaration

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYCRR Part 617 – State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Agency Use Only [If applicable]
 Project : Curry Road Waterline Replacement
 Date : October 8, 2025

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

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

Tips for completing Part 2:

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

NI = No Impact
SI = Small Impact

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2. ☐ NO ☒ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐ NI	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐ NI	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐ NI	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐ NI	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐ NI	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☒ SI	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐ NI	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☒ NO ☐ YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☒ YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☒ NI	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☒ NI	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☒ NI	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☒ SI	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☒ NI	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☒ NI	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☒ NI	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☒ SI	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☒ NI	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☒ NI	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☒ NI	☐

I. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part I. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part I. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☒ NI	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☒ NI	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☒ NI	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☒ SI	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☒ NI	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☒ NI	☐

g. Other impacts: _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☒ NO ☐ YES (See Part 1, D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1, E.2. m.-q.) ☐ NO ☒ YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☒ NI	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☒ SI	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☒ NI	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☒ NI	☐

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

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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

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

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

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation The proposed action may result in a change to existing transportation systems. ☐ NO ☒ YES (See Part 1. D.2.j) <i>If "Yes", answer questions a - f. If "No", go to Section 14.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☒ NI	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☒ NI	☐
c. The proposed action will degrade existing transit access.	D2j	☒ NI	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☒ NI	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☒ SI	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy The proposed action may cause an increase in the use of any form of energy. ☒ NO ☐ YES (See Part 1. D.2.k) <i>If "Yes", answer questions a - e. If "No", go to Section 15.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light The proposed action may result in an increase in noise, odors, or outdoor lighting. ☐ NO ☒ YES (See Part 1. D.2.m., n., and o.) <i>If "Yes", answer questions a - f. If "No", go to Section 16.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☒ SI	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☒ NI	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☒ NI	☐

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

16. Impact on Human Health The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.) <i>If "Yes", answer questions a - m. If "No", go to Section 17.</i> ☐ NO ☒ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☒
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☒ NI	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☒ SI	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☒ NI	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☒ NI	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☒ NI	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☒ NI	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☒ NI	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☒ NI	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☒ NI	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☒ NI	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☒ NI	☐
m. Other impacts: _____ _____		☐	☐

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.

(See Part 1. C.1, C.2. and C.3.)

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

☒ NO

☐ YES

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

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.

(See Part 1. C.2, C.3, D.2, E.3)

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

☒ NO

☐ YES

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

PRINT FULL FORM

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

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

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

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

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

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

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

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

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

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

Name of Action: Town of Rotterdam Curry Road Water Main Replacement Project

Name of Lead Agency: Town of Rotterdam

Name of Responsible Officer in Lead Agency: Mollie A. Collins

Title of Responsible Officer: Town of Rotterdam, Town Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Peter Comenzo

Date:

October 8, 2025

For Further Information:

Contact Person: Tessa M. Pemrick

Address: 10 Airline Drive, Suite 200, Albany, NY

Telephone Number: (518) 218-1801

E-mail: tpemrick@bartonandloguidice.com

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM



September 19th, 2025

Tessa Pemrick, Environmental Scientist II
Barton & Loguidice
Barton & Loguidice, D.P.C. Airline Drive, Suite 100
Albany, NY 12205

**Re: Town of Rotterdam Curry Rd Water Main Replacement Project
Curry Rd (Between Altamont to Marlette St)
Rotterdam, NY**

Dear Tessa:

The New York State Department of Transportation has reviewed the SEQR documentation received per the correspondence dated **August 22nd, 2025**, and offers the following:

1. The NYSDOT acknowledges the **Town of Rotterdam Town Board** will be designated as the Lead Agency for this environmental review. NYSDOT believes we are an **Involved** agency under SEQR.
2. This project proposes to replace an existing water main with new piping and appurtenances, including isolation valves, 4 hydrant assemblies, and service connections on Curry Road between Altamont Avenue and Marlette Street. The project area is made up of several different parcels, which are zoned in four different ways: R-3 (Multiple-Family Residential), R-4 (Small One-Family and Townhouse Residential), B-1 (Retail Business), and B-2 (General Business). As per the 2022 Rotterdam Comprehensive Plan, this area is designated as a key mixed-use node, specifically the "Curry Road – Altamont Ave" node which "is primarily characterized by commercial, auto-oriented land uses" and an area "with opportunities for enhancement" (pg. III-12). Within the Comprehensive plan, Route 7 is envisioned for corridor improvements, with the goals of promoting "mixed-use development and redevelopment along these corridors" and "promoting multi-modal transportation options and connections to neighborhoods" (pg. II-3).

This water main replacement well aligns with Rotterdam's goals envisioned within the 2022 Comprehensive Plan. The town outlines the goal to "ensure the availability of public facilities, infrastructure and emergency services that adequately serve the present and future needs of Rotterdam" (pg. II-3). This

project will improve infrastructure, ensuring that the Town's water distribution system remains reliable for residents. The town also seeks to "actively pursue enhancement, revitalization and reinvestment in existing neighborhoods" (pg. III-17) which this project will accomplish as it helps improve the already existing neighborhoods and surrounding area in the R-2 & R-3 zoning areas.

Although this project aligns with the town's goals to improve and maintain infrastructure, there are improvements that can be made to help further "enhance the walkability of historic hamlet areas and increase neighborhood connectivity" (pg. II-2). This area, being designated the Curry Rd-Altamont Ave mixed-use node, is "intended to be compact and walkable in nature with a consistent building design and streetscape with access to multi-modal transportation options" (pg. II-4). Presently, although there are multiple generators, neighborhoods, and 4 CDTA bus stops within the corridor and project area, there is a "lack of continuous pedestrian infrastructure" which "creates challenges for those that rely on public transportation to get to their final destinations" (pg. III-3, III-12). Although some sidewalk exists on the Eastern side of Curry Road between Altamont Ave and Deforest St, there are further improvements (listed in the following section) the project could include to better achieve the town's vision.

3. As stated, there are potential improvements to this project that would enhance connectivity, improve pedestrian infrastructure, and better envision the Town's goals for more accessible, walkable areas. Please see below suggestions for the town's consideration:
 - a. Consider installation of sidewalk for the entirety of the project area along the Eastern side of Curry Road, extending from the current infrastructure that extends south of Altamont Avenue and terminates at Deforest St. This would improve neighborhood connectivity, pedestrian safety, and help promote multi-modal transport as it allows for better access to the bus stops along the corridor. It should be noted that this was also part of the 2024 "Curry Rd and Guilderland Avenue Multi-Modal Study" which specifically recommended sidewalks on both the western and eastern sides of Curry Road connecting to Altamont Avenue (pg. 81).
 - b. Consider installation of crosswalks between the proposed sidewalk for Deforest St, Van Der Vere St, and Marlette St to further improve connectivity and pedestrian safety.
 - c. As the EAF mentions the possibility of tree clearing, the project should ensure that any area disturbed is returned to its prior condition of better, in order to maintain/enhance the neighborhood character within the corridor.

4. The NYSDOT received a Lead Agency Request, Project Map, and Full EAF from Tessa Pemrick on August 28th, 2025.
5. Please note that NYSDOT does not allow new development to directly discharge stormwater into the highway stormwater management system.
6. A NYSDOT Highway Work Permit (PERM 33-com) will be necessary for any work within the State right-of-way along Route 7.
7. In anticipation of the Highway Work Permit, a Traffic Impact Study may be required.
8. A PERM 32 NYSDOT permit application will be required for any utility work in the NYSDOT right-of-way. Please submit documentation the Town will take ownership of any proposed utilities in NYSDOT right-of-way.

If you have any questions pertaining to the Utility Permit process or requirements, please contact Matt Haggerty at Matt.Haggerty@dot.ny.gov or (518) 461-3669. For questions about the Highway Work Permit process and requirements, contact Wyatt Martin, Regional Permit Engineer (Wyatt.Martin@dot.ny.gov or 518-457-4745).

Sincerely,



Gregory S Wichser, P.E.
Acting Regional Program and Planning Manager

cc: Wyatt Martin, Region 1 Traffic
Matt Haggerty, Region 1 Construction
Tom Cashdollar, Resident Engineer, Schenectady County
Brian Sleasman, Region 1 Design

RESOLUTION NO. 314.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ____ OF 2025; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON TWO (2) PARCELS COMPRISING ±98.29-ACRES FROM AGRICULTURE (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) OVERLAY LOCATED AT 595 CURRYBUSH ROAD AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on two (2) parcels of property comprising ±98.29-acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay for the potential construction of up to fifteen (15) single family residential building lots located on the property known as 595 Currybush Road and is known as Tax Map Numbers 47.-7-8.1 and 47.-7-8.2; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on two (2) parcels of property comprising ±98.29-acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay for the potential construction of up to fifteen (15) single family residential building lots located on the property known as 595 Currybush Road and is known as Tax Map Numbers 47.-7-8.1 and 47.-7-8.2.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2025 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 29, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo, Senior Planner *PC*

TITLE OF REQUEST: Refer to Planning Commission for Report and Recommendation for Change of Zone Request on two (2) parcels of property comprising ± 98.29 -acres from Agriculture (A-1) to Planned Residential Development (PRD) Overlay for the potential construction of up to fifteen (15) single family residential building lots.

TOWN BOARD MEETING: October 8, 2025

Background Information: Scott Fyvie (Owner)
10 Alton Road
Albany, NY 12203

The property is located at 595 Currybush Road and is known as Tax Map Numbers 47.-7-8.1 and 47.-7-8.2 comprising ± 98.29 -acres. The Applicant proposes the maintain the existing single-family dwelling and develop fifteen (15) single family dwelling units. The single-family homes will be comprised of four (4) bedroom units on lots ranging from $1.0\pm$ to $5.6\pm$ acres, with the developed lots totaling $42.3\pm$ acres. In addition to the developed lots, the Applicant proposes (i) an additional lot comprising $53.9\pm$ acres to remain undeveloped as a conservation area and (ii) a private access roadway as a separate lot, both of which will be deeded to and owned by the proposed homeowners' association.

Evaluation/Analysis: Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.

Recommendation(s): Refer to Planning Commission for Report and Recommendation.

Attachment/Document(s): Application Materials

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): NYS Town Law Article 16
Proposed Local Law of the Year 2024

LEGISLATION WILL BE PREPARED BY: Supervisors Office



TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee \$1,000

Existing Zone Classification: A-1 Agricultural

Proposed Zone Classification: PRD - Planned Residential Development

PART II GENERAL INFORMATION

Legal Owner's Name: Scott Fyvie
Mailing Address: 10 Alton Road
City: Albany State: NY Zip: 12203
Daytime Phone: [REDACTED] E-mail: [REDACTED]

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Arico Associates (Dominick Arico, PE) Project Engineer

Mailing Address: 1407 Route 9, Bldg 2, Ste 6
City: Clifton Park State: NY Zip: 12065
Daytime Phone: [REDACTED] E-mail: [REDACTED]
Project/Proposal Site Area: (Acres or sq. ft.) 98.29 acres
Assessor Tax Parcel No.(s) of Site: 47.-7-8.1 & 8.2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) None

Street Address of Proposed Site (if any): 595 Currybush Road

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

single family residential dwelling, drilled well, septic system

School District: Schalmont School District

Fire District: Rotterdam FD6

Water Supply: None

LEGAL INFORMATION

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

The project will be located on the southerly side of Currybush Road and is bounded easterly by Niagara Mohawk Power Corp., Delaware Hudson Railroad Company and Lands N/F of Devin Rooney; northerly by Currybush Road; southerly by undeveloped lands and a portion of the Schuyler Creek; and westerly by a mobile home park. The subject property begins approximately 1,400-feet northwesterly from the Village of Rotterdam boundary and lies entirely within the Town of Rotterdam.

Name of Public Road(s) Providing Access: Currybush Road

Width of Property Fronting on the Existing Public Road in Linear Feet: 1,150+/-

Does the Proposal Have Access to an Arterial or Planned Arterial? () Yes (x) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes () No

A copy of the assessor's map of the proposed site must be attached: (X) Yes () No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes () No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

Property size and location to public services does not adequately support a public access drive
to meet current zoning standards, therefore an Home Owners Association (HOA) will be established
to provided access and support on-site wastewater treatment and drilled wells

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO X . If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:

(x) Individual Wells () Public System () Private Community System
() Other, please describe _____

Proposed Means of Sewage Disposal:

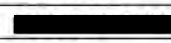
() Public Sewer () Dry Sewer () Community System (x)
Septic Tank & Leachfield () Other, please describe _____

PART III

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

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

Signed: 
Address: 1407 Route 9, Bldg 6, Ste 6
Clifton Park NY 12065

Date: 09.18.25
Phone: 
Zip: 12065

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

LEGAL OWNER SIGNATURE

(Signature of legal owner or representative as authorized by legal owner)

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

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

Name: Dominick Arico, PE
c/c Arico Associates
Address: 1407 Route 9, Bldg 6, Ste 6
Clifton Park NY 12065

Date: 09.18.25
Phone: [REDACTED]
Zip: 12065


Signature of applicant or representative

09.18.25
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York

Residing at: _____

My appointment expires: _____

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM



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LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER
INVOLVED

I, Scott Fyvie, being duly sworn declare that I am the
(PROPERTY OWNER)

owner of the property involved in a proposed Subdivide application request before the
Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 47.-7-8.1 / 47.-7-8.2

I hereby grant Dominick Arico and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and
correct to the best of my knowledge and belief.

Signature (Authorized Representative): Scott a Fyvie

Date: 08/07/2025

NOTARY

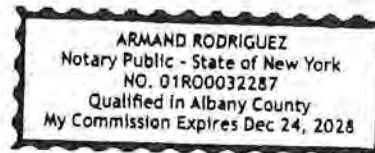
STATE OF NEW YORK) ss:

COUNTY OF Albany

SUBSCRIBED AND SWORN to before me this 7th day of August, 2025

NOTARY SEAL

Armand Rodriguez
Notary Signature



Notary Public in and for the State of New York

Residing at: Albany County

My appointment expires: Dec 24th, 2028

TOWN OF ROTTERDAM



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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER
INVOLVED

I, Michael Demers, being duly sworn declare that I am the
(PROPERTY OWNER)

owner of the property involved in a proposed Subdivide application request before the
Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 47. -7- 8.1 / 47. -7- 8.2

I hereby grant Dominick Arica and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and
correct to the best of my knowledge and belief.

Signature (Authorized Representative): [Signature]

Date: 8/7/25

NOTARY

STATE OF NEW YORK) ss:

COUNTY OF Rensselaer

SUBSCRIBED AND SWORN to before me this 7th day of Aug, 2025

NOTARY SEAL

[Signature]
Notary Signature

Notary Public in and for the State of NEW YORK

Residing at:

My appointment expires: Registration No. 01ST6417816

Qualified in Rensselaer County

My Commission Expires 5/24/29

Page 5 of 5

Rotterdam Subdivision Application

September 18, 2025

Town of Rotterdam
Planning & Zoning Department
1100 Sunrise Boulevard
Rotterdam, New York 12306
Attn: Peter Comenzo

Re: Proposed Planned Development District
Currybush Road Subdivision
595 Currybush Road

Dear Mr. Comenzo,

On behalf of the applicant for Currybush Road Estates, enclosed please find applications for a Planned Residential District (PRD) and Change of Zoning, including 12 sets of the following documents for your review and distribution to staff.

- 30"x42" Subdivision Layout Plan
- 24"x36" Existing Property Survey
- Change of Zone Application
- Subdivision Application
- Project Narrative
- Property Deed
- Long Environmental Assessment Form
- Digital file of all document via email
- Application fees for \$1,150.00, under separate cover

We trust this information to be sufficient for your use and look forward to attending the next available meeting to present the subject application to the Board. We would also like to offer scheduling a meeting, with the appropriate reviewing staff or agents, to evaluate the information presented. This will hopefully help expedite this project and minimize the Town's busy agenda.

If you have any questions or additional information is required, please contact our office.

Truly Yours,
ARICO ASSOCIATES



Dominick F. Arico, P.E.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Currybush Estates PRD		
Project Location (describe, and attach a general location map): 595 Currybush Road, Town of Rotterdam. Schenectady County		
Brief Description of Proposed Action (include purpose or need): Proposed action is to maintain the existing single family dwelling and proposed development of fifteen (15) single family dwelling units. The single-family homes will be comprised of four (4) bedroom units on lots ranging from 1.0± to 5.6± acres, with the developed lots totaling 42.3± acres. In addition to the developed lots, the Applicant proposes (i) an additional lot comprising 53.9± acres to remain undeveloped as a conservation area and (ii) a private access roadway as a separate lot, both of which will be deeded to and owned by the proposed homeowners' association.		
Name of Applicant/Sponsor: Scott Fyvie		Telephone: 518.229.9180
		E-Mail: SFyvie@yahoo.com
Address: 10 Alton Road		
City/PO: Albany	State: NY	Zip Code: 12205
Project Contact (if not same as sponsor; give name and title/role): Arico Associates, Dominick Arico, PE, Project Engineer		Telephone: 518.573.6989
		E-Mail: darico@aricoassociates.net
Address: 1407 Route 9		
City/PO: Clifton Park	State: NY	Zip Code: 12065
Property Owner (if not same as sponsor): Same as Sponsor		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Town Board - PRD	September 2025
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Subdivision	September 2025
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	SCDOH - wastewater system; well SCDPW - road access	November 2025
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC - stormwater prevention plan	February 2026
h. Federal agencies ☒ Yes ☐ No	ACOE - stream crossing	February 2026
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas: Mohawk Valley Heritage Corridor

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

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? <u>A-1 Agricultural</u>	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☒ Yes ☐ No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? _____	☐ Yes ☒ No
C.4. Existing community services.	
a. In what school district is the project site located? <u>Schalmont School District</u>	
b. What police or other public protection forces serve the project site? <u>Rotterdam Police Dept. and State Police</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Rotterdam FD6</u>	
d. What parks serve the project site? <u>HILLHURST PARK; PLOTTER KILL NATURE PRESERVE</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Residential Single Family</u>	
b. a. Total acreage of the site of the proposed action?	<u>98.29</u> acres
b. Total acreage to be physically disturbed?	<u>13.4</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>98.29</u> acres
c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? ☒ Yes ☐ No	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) <u>residential</u>	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No	
iii. Number of lots proposed? <u>16</u>	
iv. Minimum and maximum proposed lot sizes? Minimum <u>1.0 ac</u> Maximum <u>53.9 ac</u>	
e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No	
i. If No, anticipated period of construction: <u>24</u> months	
ii. If Yes:	
• Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☐ Yes ☐ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	16	0	0	0
At completion of all phases	16	0	0	0

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

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

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

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

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Affect is minimal as crossing will be provided with open box culvert spanning the watercourse

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

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

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

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

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

i. Total anticipated water usage/demand per day: _____ 7,040 gallons/day

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

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

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

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

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

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

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

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

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

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

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

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

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

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____	☐ Yes ☐ No
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or <u>2.1</u> acres (impervious surface) _____ Square feet or <u>98.29</u> acres (parcel size) ii. Describe types of new point sources. point source will be from release from stormwater management and sheet flow remain the same to the Beaver Brook stream on site iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? <u>On site water source</u> • If to surface waters, identify receiving water bodies or wetlands: <u>Beaver Brook</u> • Will stormwater runoff flow to adjacent properties? _____	☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☒ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____ f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☒ Yes ☐ No ☐ Yes ☒ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☒ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 7 am -6 pm • Saturday: _____ none • Sunday: _____ none • Holidays: _____ none </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ none • Saturday: _____ none • Sunday: _____ none • Holidays: _____ none </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 7 am -6 pm • Saturday: _____ none • Sunday: _____ none • Holidays: _____ none	ii. During Operations: • Monday - Friday: _____ none • Saturday: _____ none • Sunday: _____ none • Holidays: _____ none
i. During Construction: • Monday - Friday: _____ 7 am -6 pm • Saturday: _____ none • Sunday: _____ none • Holidays: _____ none	ii. During Operations: • Monday - Friday: _____ none • Saturday: _____ none • Sunday: _____ none • Holidays: _____ none		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☒ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☒ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☒ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☒ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.12	2.10	+1.98
• Forested	75.47	68.42	-6.05
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	22.47	26.54	+4.07
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.23	0.23	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☒ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	☐ Yes ☒ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database Provide DEC ID number(s): _____ ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ ☐ Neither database ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____	☐ Yes ☒ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No	
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ >6.0 feet	
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	
Burdett-Scriba channery	61 %
Nunda channery silt	39 %
	%
d. What is the average depth to the water table on the project site? Average: _____ >6 feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site	
☒ Moderately Well Drained: _____ 75 % of site	
☒ Poorly Drained _____ 25 % of site	
f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: _____ 45 % of site	
☒ 10-15%: _____ 16 % of site	
☒ 15% or greater: _____ 39 % of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No	
ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name 863-687	Classification C(T)
• Lakes or Ponds: Name _____	Classification _____
• Wetlands: Name Federal Waters, Federal Waters, Federal Waters,...	Approximate Size _____
• Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? ☐ Yes ☒ No	
j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No	
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No	
If Yes:	
i. Name of aquifer: Principal Aquifer	

m. Identify the predominant wildlife species that occupy or use the project site:		
deer _____ squirrels _____	birds _____ small rodents _____	rabbits _____ _____
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No		
If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
• Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No		
If Yes:		
i. Species and listing (endangered or threatened): _____		

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No		
If Yes:		
i. Species and listing: _____		

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No		
If yes, give a brief description of how the proposed action may affect that use: _____		

E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☒ Yes ☐ No		
If Yes, provide county plus district name/number: <u>SCHE001</u>		
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No		
i. If Yes: acreage(s) on project site? _____		
ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No		
If Yes:		
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____		

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No		
If Yes:		
i. CEA name: _____		
ii. Basis for designation: _____		
iii. Designating agency and date: _____		

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	☐ Yes ☒ No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐ Yes ☒ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	☐ Yes ☒ No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	☐ Yes ☒ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	☐ Yes ☒ No ☐ Yes ☐ No

F. Additional Information

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

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

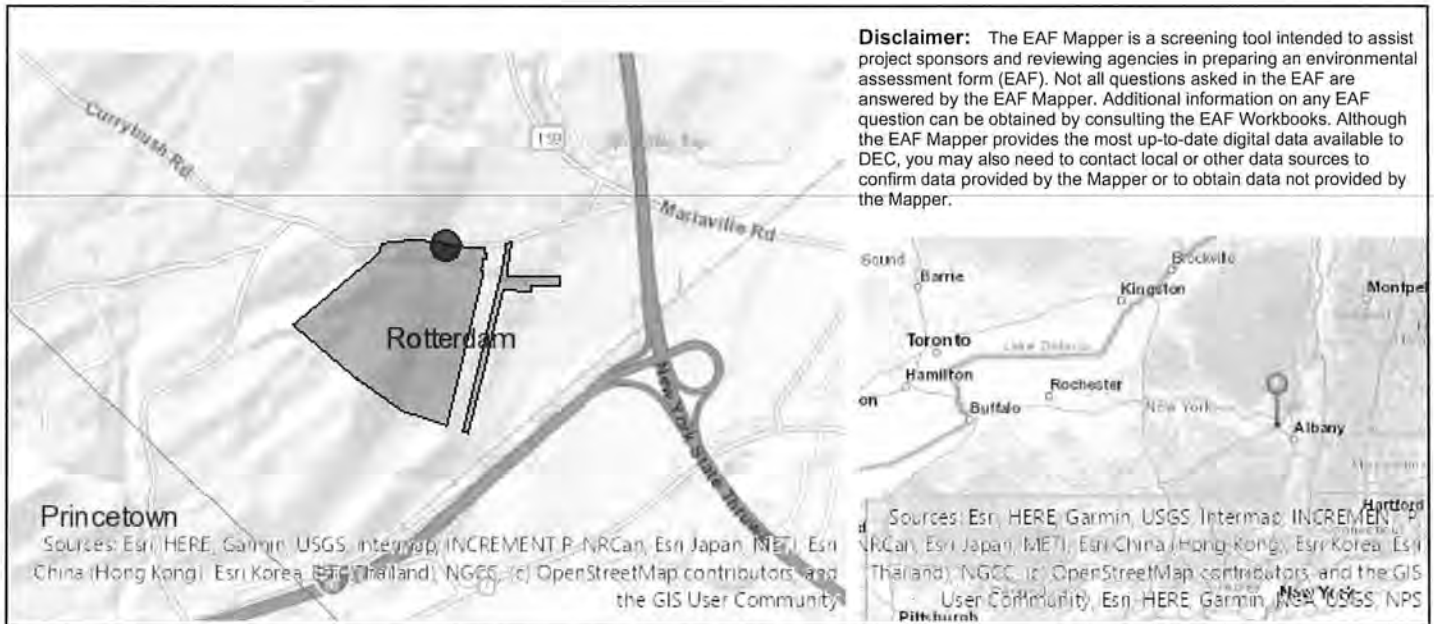
G. Verification

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

Applicant/Sponsor Name Dominick Arico, Sponsor for Applicant Date 09.18.25

Signature  Title Project Engineer

PRINT FORM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas: Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	863-687
E.2.h.iv [Surface Water Features - Stream Classification]	C(T)
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters

E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	SCHE001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

NARRATIVE ENGINEERING REPORT

FOR

CURRYBUSH ESTATES PRD

595 CURRYBUSH ROAD

TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

PREPARED FOR:

SCOTT FYVIE & MICHAEL DEMERS
10 ALTON ROAD
ALBANY, NEW YORK 12203

PREPARED BY:

Arico Associates
1407 Route 9, Bld.2, Suite 6
Clifton Park, New York 12065

ARICO ASSOCIATES PROJECT ID: 25.01

SEPTEMBER 2025



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INTRODUCTION

This Project Narrative and the information that follows represent the proposal for the design and development of a residential project, totaling 98.29± acres, located on the southerly side of Currybush Road in the Town of Rotterdam, Schenectady County, New York. The project is more particularly located just northwest of NYS Thruway Exit 25A and is identified as Tax Map Number 47.-7-8.1 and 8.2 (Coordinates: N42°47'30.44", W74°01'43.11").

The project applicant, Mr. Scott Fyvie (the "Applicant"), is the present owner and is pursuing approvals for a Planned Residential Development District (PRD) for single-family residential dwelling units, proposed to be known as Currybush Estates PRD. The subject parcel is entirely located in the A-1 Agricultural Zoning District and presently has a single-family home along Currybush Road. The remaining land is undeveloped.

PROJECT DESCRIPTION

The Applicant proposes to maintain the existing single family dwelling and proposed development of fifteen (15) single family dwelling units. The single-family homes will be comprised of four (4) bedroom units on lots ranging from 1.0± to 5.6± acres, with the developed lots totaling 42.3± acres. In addition to the developed lots, the Applicant proposes (i) an additional lot comprising 53.9± acres to remain undeveloped as a conservation area and (ii) a private access roadway as a separate lot, both of which will be deeded to and owned by the proposed homeowners' association.

The project site is currently wooded vacant land. The project will have one entrance/exit along Currybush Road via the private roadway, on-site wastewater disposal systems (WWTS), drilled wells, associated utilities, attached garages, and other amenities.

The development will provide modern, energy efficient residential homes to future residents of the Town of Rotterdam and the surrounding area, which will accent the natural setting of the area while complimenting the surrounding neighborhood and adjacent land uses. The project will add significant tax assessments to the Town and Schenectady County tax base and will thus benefit the residents of the Town of Rotterdam.

The project will be located on the southerly side of Currybush Road and is bounded easterly by Niagara Mohawk Power Corp., Delaware Hudson Railroad Company and Lands N/F of Devin Rooney; northerly by Currybush Road; southerly by undeveloped lands and a portion of the Schuyler Creek; and westerly by a mobile home park. The subject property begins approximately 1,400-feet northwesterly from the Village of Rotterdam boundary and lies entirely within the Town of Rotterdam.

The infrastructure development for the project will consist of the construction of approximately 1,150± linear feet of a private roadway, roadside drainage, together with utility extensions for electric, telephone and cable improvements. On-site improvements will additionally consist of stormwater conveyance and management facilities, general landscaping and other amenities that will complement the project. Public water and sewer utilities are not available at the project site.

ZONING & LAND USE

The project site is located entirely within the A-1 Agricultural Zoning District which, by definition, is zoned for the purposes of single-family residential housing. The surrounding adjacent zoning districts are also entirely within the A-1 District and are presently developed with residential or agricultural uses or are undeveloped.

SOIL CONDITIONS, GROUNDWATER & TOPOGRAPHY

The parcel is undeveloped lands with wooded areas and areas of open brush/meadow. Site topography is moderate with steep slope areas. An unnamed watercourse runs through the property from the west to the east and will be slightly affected by the project's development with a culvert crossing. The property contains Army Corp of Engineers (ACOE) jurisdictional wetlands that primarily run parallel to the watercourse and will not be affected by the development.

Soil information for the site was obtained from the Natural Resources Conservation Service Web Soil Survey for Schenectady County at <http://websoilsurvey.sc.egov.usda.gov>. According to soil mapping and descriptions provided, soil types found on-site generally consist of the Hydraulic Soil Group (HSG), is primarily HSG-C and underlining HSG-D and identified as the following: Burdett-Scriba channery silt loams; and Nunda channery silt loam.

The topography of the site is varied, with steep sections and flatter plateaus. Approximately 100% of the site drains to the northeast, collecting within a low area located along the unnamed watercourse. The drainage area of the site is tributary to the Mohawk River. The topography of the property will not require the use of terraces and retaining walls to develop pads for buildings and driveways, though these distinctive site features may be added to enhance aesthetic qualities of the development.

STORMWATER MANAGEMENT & DRAINAGE

To accommodate the proposed development, it will be necessary to add an on-site stormwater collection system and management area. The stormwater collection system will be provided using Best Stormwater Management Practices (BMP). Downstream control structures and basins will regulate the discharge rate by not exceeding the peak flows for pre-development conditions. Major runoff from roofs, pavement and other impervious areas will be directed to the storm sewer system and management areas. The flow data will be generated and based on the Rational Runoff & Storage-Induction Methods for both pre-developed and post-developed conditions and the Water Quality and Quantity Controls according to the NYS Stormwater Pollution Prevention Plan (SWPPP) Design Manual, January 2015 and NYSDEC General Permit for Stormwater Discharges from Construction Activity (GP-0-25-001) guidelines and regulations.

The stormwater management model used for the design of the stormwater management areas will be based upon 1-year, 10-year, and 100-year peak frequency twenty-four-hour storm events for pre-development and 1-year, 10-year, and 100-year peak frequency twenty-four-hour storm events for post-development. The discharge rates and volumes of the control structures, ponds, and direct runoff will be regulated. The post-developed flows will be stored and released over time through various Stormwater Management Practices (SMP) for water quality and quantity practices contained in the

NYSDEC Guidelines and any other regulations from local laws. All erosion and sediment control measures will be implemented prior to commencing excavation or grading as shown on the plans and will remain in operation until the project's end.

WATER SUPPLY

Public water is not available in the immediate area along the perimeter roads. We understand that the Town of Rotterdam has no current plans to extend the public water supply within the immediate area that would make consideration of extending water practical. Therefore, drilled wells will be required for each proposed dwelling. In general, and based on known information of the existing area, drilled wells will be suitable for residential dwellings.

WASTEWATER DISPOSAL

Public sewer is not available in the immediate area nor is it feasible to extend an existing district. We understand that the Town of Rotterdam has no current plans to extend the public sewers within the immediate area that would make consideration of extending sewers practical. Therefore, on-site wastewater disposal will be required for each proposed dwelling. In general, and based on the known information of the existing soil conditions, it is most likely that the systems will be a raised bed or alternative design system.

OTHER UTILITIES

Electric, cable and telephone are all available by their respective suppliers along roadways of the development area and there is no indication that there will be any restrictions to providing services. There are no natural gas services within the immediate area, therefore household utilities will be either propane gas or electric. The costs to extend these utilities to the development would be the developer's responsibility.

ROADWAYS & TRANSPORTATION

The subject parcel has frontage on one (1) public road, Currybush Road. Access to the proposed development will have one access point from Currybush Road via a private drive, to be named at a later date.

The Institute of Transportation Engineers' (ITE) Trip Generation, 8th Edition (an industry standard) was used to approximate the increase in traffic due to the proposed project. The Trip Generation Summary presently identifies 10 total trips at the AM Peak Hour and 12 total trips at the PM Peak Hour resulting from this project. Traffic impacts would be anticipated on weekdays during peak commuter traffic periods of between 7AM and 9AM and between 4PM and 6PM. Considering the location of other main arterials in the area, it is not anticipated that peak and off-peak vehicle trips will have an appreciable impact to the present traffic conditions of the neighboring community.

COMMUNITY SERVICES

The Project will have only a slight impact on police, fire, and emergency medical services. These services already exist within the Town and cover the development area. No new equipment or personnel are required because of the proposed development.

The Project has the potential to add school age children to the Rotterdam School District. Planning guidelines indicate that the development may generate 1.5 school age children per dwelling unit. The Rotterdam School District would appear to have the capacity to accept additional students. Since the development will be somewhat phased, this estimated number would be spread over time and could occur only at full build-out and occupancy. This impact is considered to be minimal and could be offset by the additional school tax revenue generated by this project.

VISUAL, NOISE, ENVIRONMENT AND MISCELLANEOUS

Adjoining parcels of land that are presently developed support residential-type development, thus mitigating any concern relating to visual and noise impacts. This development is comparable to the adjoining properties and should not have an appreciable impact relative to visual aesthetics and noise.

The proposed development will have a minimal to slight impact on the environmental character of the property. Development is proposed to occur in the meadow-brushy areas of the property, while preserving, to the greatest extent possible, the existing wooded area. The watercourse buffer area will also be preserved to the greatest extent possible. The development proposes just under 54 acres (56±%) of the total project site to remain as undisturbed areas, 2.1± acres of impervious areas (i.e.; roads, buildings, driveways) and 11.3± acres of green/landscaped areas, open areas and wooded areas to be re-vegetated with new landscaping, lawn and trees around the buildings, the roadway and other disturbed areas. Remaining areas not to be disturbed of 16.3± acres area part of the proposed single family lot areas and the 14.6± acres of area within the watercourse buffer zone.

The site and buildings may be terraced in some locations for the single-family units, to take advantage of the parcel's topography. Parking has been provided at a ratio of 2.0 spaces per unit incorporating garage parking and driveway parking.

SOLID WASTE DISPOSAL

Solid waste collection will be by an independent and qualified refuse contractor. In 2006, the United States Environmental Protection Agency (USEPA) estimated that the national per capita garbage generation rate was 4.6 pounds per person per day and the recycling rate was 1.5 pounds per person per day. Therefore, the discard rate after recycling was 3.1 pounds per person per day. Assuming one person per bedroom, on average, the total Project discard rate at full buildout would be (3.1lb/day x 16 homes x 4 bedrooms) = 198.4 pounds per day, or 3.1± tons per month. The cart hauler services will be contracted with a private company. Based on the amount generated and type of use proposed, it is anticipated that the solid waste produced will have no appreciable impact on the community's existing services.

ESTABLISHMENT OF HOMEOWNERS ASSOCIATION

The Applicant will create a homeowners' association which will be a not-for-profit corporation formed and existing in accordance with the laws of the State of New York. The homeowners' association will be governed by a Declaration of Covenants and Restrictions, bylaws and associated rules and regulations which will be binding on all members who accept a deed to property within the development. In this

regard, the Applicant will comply with the requirements set forth in the Town's Zoning Code for a Planned Residential Development District as set forth in Section 270-99 thereof. The Applicant will make the necessary filings with the New York State Department of Law to comply with the requirements for a homeowners' association in the State of New York. While the project is still in the concept phase, it is anticipated that the homeowners' association will own and maintain the private roadway (which the Applicant understands will not be dedicated to the Town) and the parcel containing nearly 54 acres of open space. The homeowners' association may own and maintain additional facilities such as stormwater maintenance areas. As the project proceeds, the Applicant will apprise the Town Board on the proposed scope and functionality of the to-be-created homeowners' association.

DEVELOPMENT IMPACTS AND MITIGATION TO ADJACENT NEIGHBORHOODS

The proposed development will be consistent with the existing residential and other uses located along Currybush Road and the surrounding area. The development is bounded by topographic conditions and a substantial wooded/brush area. Lands to the west and south are comprised of single-family lots and agricultural areas. Existing developments in the adjacent zoning districts are predominately residential, agricultural or undeveloped. The property located along the southerly boundary is wooded, undeveloped lands with challenging topographic conditions. The phasing of the project will reduce the impact caused by construction vehicle traffic. Standard work-zone traffic control practices will be employed to minimize these disruptions and provide safe travel during these temporary periods.

COMMUNITY CONSIDERATIONS AND OBJECTIVES FROM THE PRD

Currybush Estates PRD will provide modern, energy efficient residential opportunities for residents of Rotterdam and the surrounding area. The building architecture will provide an aesthetically pleasing appearance and setting. The proposed development attempts to accent the natural setting of the area while complementing the surrounding neighborhood and adjacent land uses. Currybush Estates will enhance revenue for the Town of Rotterdam and Schenectady County with minimal community investment or impact to community services.

The Applicant respectfully submits that the proposed project will meet with the objectives of a Planned Residential Development District as set forth in the Town's Zoning Code by meeting the growing demand for housing in an area of the Town that has not been substantially developed. Due to the location of the project, providing a direct community benefit in the form of improvements to Town infrastructure or roadways may prove challenging. Nevertheless, the Applicant and the design team will make every effort to discuss and adjust development plans so as to further benefit the community during the course of the Town Board's review of this project.

The conditions outlined in this report represent existing and proposed conditions and engineering and planning methods for the development of this site. It is believed that this project will not result in significant adverse effects on the environment and that it will not pose detrimental impacts on water, sewer, drainage, traffic, noise, visual or other impacts on the adjoining properties or to the community.

RESOLUTION NO. 315.25

**TO ACCEPT AND AWARD BID FOR ROTTERDAM SENIOR CENTER STAIRWAY
REHABILITATION**

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Senior Center Stairway Rehabilitation to Jiwan Construction, located at 9513 Lefferts Blvd South Richmond Hill. Queens NY 11419, at the mutual consent of both the Town and Jiwan Construction in the amount not to exceed nineteen thousand nine hundred twenty and 00/100 (\$19,920.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 2, 2025

TO: Supervisor Collins and Town Board

FROM: Fred Mastroianni, P.E. Town Consultant Engineer

TITLE OF REQUEST: Rotterdam Senior Center Stairway Rehabilitation

TOWN BOARD MEETING: October 10, 2025

Background Information:

The emergency access stairway at the Rotterdam Senior Center is in poor condition and railing is not compliant with ADA Accessibility Standards. The town prepared plans and bid documents to rehabilitate the stairway.

Evaluation/Analysis:

One bid was received from Jiwan Construction in the amount of \$19,920.00. The bid amount is lower than the engineer's estimate of \$40,000. The contractor indicated that the work as per the plans and specifications can be completed for the low bid amount of \$19,920.00.

Recommendation(s):

I recommend that the Town award the project to Jiwan Construction in the amount of \$19,920.00. However, until the deteriorated concrete is removed, the actual repair work can change. I recommend that the town board set aside additional funding in case additional work is needed to repair the stairs. I recommend budgeting \$25,000.00 for any potential extra work if needed.

I recently worked with this company on a masonry project in Schenectady and found them to be responsive and quality of work was very good.

Attachment/Document(s):

Attached is the summary of bid spreadsheet and Jiwan Construction bid document.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

JIWAN CONSTRUCTION

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Stairway Rehabilitation Project Rotterdam Senior Center

SUBMITTED BY: Jiwan Construction Inc.

95-13 Lefferts BLVD

South Richmond Hill, NY

11419

BID RECIPIENT

This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by the Town. The contractor shall provide a bid for the following contract pay items.

CONTRACT BID ITEMS

Item 1 – New Railing System	Lump Sum Cost \$9,950.00
Item 2 – Welded Wire Mesh	Lump Sum Cost \$430.00
Item 3 – Mortar, Bonding Agent and Sealer	Lump Sum Cost \$880.00
Item 4 – Removal of Existing Railing	Lump Sum Cost \$820.00
Item 5 - Removal & Replacement of Structural Concrete	Lump Sum Cost \$7,000.00
Item 6 – Epoxy Coated Bar Reinforcement	Lump Sum Cost \$840.00

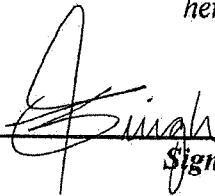
TOTAL CONTRACT BID PRICE \$19,920.00

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

The contractor is advised that additional items may be needed. The cost of purchasing and installing any additional items is to be included in one of the bid items, including the cost of mobilization and disposal of items for a completed stairway rehabilitation system.

SUBMITTED on September 29th 2025.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.



Signature

Name of Company or Corporation

Jiwan Construction Inc.

Address

95-13 Lefferts BLVD

City South Richmond Hill **State** NY **Zip** 11419

Phone Number

347-484-8869

Email

tajsingh@jiwanconst.com

I understand if chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

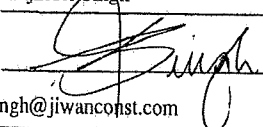
NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: Jiwan Construction Inc.

Signed by: Tajinder Singh

Title: Vice President

Signature: 

Date: 09/29/2025

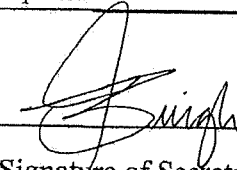
Email: tajsingh@jiwanconst.com

**RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY
CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND
WAIVER OF IMMUNITY CLAUSE**

Resolved that Tajinder Singh be authorized to sign and submit the bid or proposal of this corporation for Rotterdam Senior Center Stairway Rehab Project Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Jiwan Construction Inc. corporation at a meeting of its board of directors held on the 29 day of September, 2025.

(SEAL OF THE CORPORATION)


Tajinder Singh
Signature of Secretary

**INDIVIDUAL EXECUTION OF NON-COLLUSION
CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE**

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

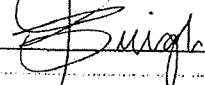
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Contractor/Company: Jiwan Construction Inc.

Signed by: Tajinder Singh Title: Vice President

Signature:  Date: 09/29/2025

20. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Jiwan Construction Inc.
95-13 Lefferts Blvd.
South Richmond Hill, NY 11419

SURETY (Name, and Address of Principal Place of Business):

Capitol Indemnity Corporation
1600 Aspen Commons, STE 300
Middleton, WI 53562

TOWN (Name and Address):

Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: October 1, 2025

BOND Description (Project Name): rehabilitation of the concrete stairway at the rear of the Senior Center Building

Bond Number: CIC1969162

Date: September 30, 2025

Penal sum Five Percent of the Principals Bid Amount (Words) \$ (5% of the Principals Bid Amount) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Jiwan Construction Inc.
Bidder's Name and Corporate Seal

By: Surjit Sahota
Signature

Print Name Surjit Sahota

Title President

Attest: Tajinder Singh
Signature
Title

SURETY

(Seal) Capitol Indemnity Corporation (Seal)
Surety's Name and Corporate Seal

By: Jeffrey W. Price
Signature (Attach Power of Attorney)

Print Name Jeffrey W. Price

Title Attorney-in-Fact

Attest: Mary Early
Signature
Title Bond Underwriter

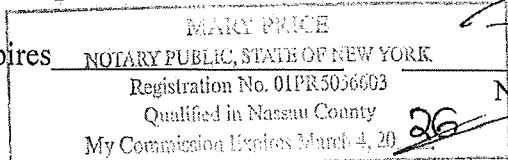
Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

Surety Acknowledgment

State of New York }
 } ss:
County of Nassau }

On this 30th day of September, 2025, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Capitol Indemnity Corporation the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires



Notary Public

CAPITOL INDEMNITY CORPORATION
BALANCE SHEET
December 31, 2024

Admitted Assets

Cash and Invested assets:	
Bonds	\$ 5,113,369
Common stocks	125,828,587
Cash, cash equivalents and short-term investments	532,405,346
Total cash and invested assets	<u>663,347,302</u>
Investment income due and accrued	29,125
Uncollected premiums and agents' balances in course of collection	80,783,002
Deferred premiums, agents' balances and installments booked but deferred and not yet due	4,563,543
Amounts recoverable from reinsurers	12,878,478
Other amounts receivable under reinsurance contracts	173,799
Net deferred tax asset	12,299,391
Electronic data processing equipment and software	777,545
Receivables from parent, subsidiaries and affiliates	152,766
Other admitted assets	89,432
Total admitted assets	<u>\$ 775,094,383</u>

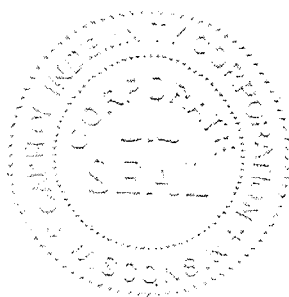
Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 216,962,687
Reinsurance payable on paid losses and loss adjustment expenses	49,064,738
Loss adjustment expenses	64,047,026
Commissions payable, contingent commissions and other similar charges	1,142,516
Other expenses (excluding taxes, licenses and fees)	12,623,642
Taxes, licenses and fees (excluding federal and foreign income taxes)	174,854
Current federal and foreign income taxes	45,139
Unearned premiums	84,844,952
Advance premium	17,761
Ceded reinsurance premiums payable (net of ceding commissions)	(11,551,010)
Amounts withheld or retained by company for account of others	15,082,393
Payable to parent, subsidiaries and affiliates	31,964,968
Other liabilities	1,585,098
Total liabilities	<u>466,004,764</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	200,964,450
Surplus as regards policyholders	<u>309,089,619</u>
Total liabilities and capital and surplus	<u>\$ 775,094,383</u>

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2024, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

Adam L. Sills

Adam L. Sills
CEO & President



CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1969162

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

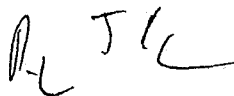
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

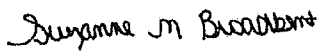
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:



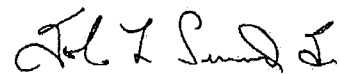
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

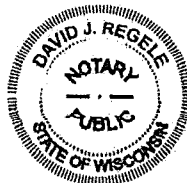
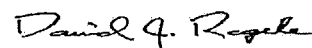


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE

S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

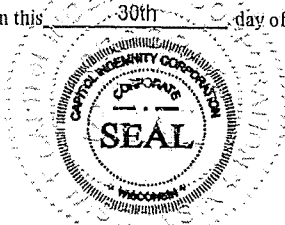
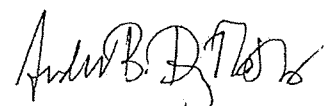
David J. Regale
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE

S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30th day of September 20 25

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jlwan Construction Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 95-13 Lefferts BLVD 6 City, state, and ZIP code South Richmond Hill, NY, 11419 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		Social security number ____ - ____ - _____ or Employer identification number 4 5 - 2 6 5 8 0 5 8
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here Signature of U.S. person ► <i>Surjit Sahota</i>	Date ► 1/15/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Jiwan Construction Inc.

Certification Awarded on: March 11, 2024

Expiration Date: March 11, 2029

File ID#: 71556



**Division of Minority
and Women's
Business Development**

A Division of Empire State Development

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

**This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8**

**Jiwan Construction Inc.
95-13 Lefferts BLVD**

South Richmond Hill, New York 11419

Phone Number: 3474848869

Registration Number: 24-6368G-CR

Date of Issue: 2024-12-10

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

**Roberta Reardon
Commissioner
New York State Department of
Labor**



BIDS FOR ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION PROJECT

BID FOR: Rotterdam Senior Center Stairway Rehabilitation Project
DATE OF TB MTG. & RESOLUTION #: 9/10/2025 Res #283.25
DATE BID PACKETS BECOME AVAILABLE: 9/12/2025

DATE PUBLISHED IN NEWSPAPER: 10/12/2025
DATE & TIME BIDS TO BE OPENED: 10/1/2025 @ 11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	BIDNET 11:00am	DM/MG	Jiwan Construction tajsingh@jiwanconst.com	9513 Lefferts Blvd SouthRichmond Hill. Queens NY 11419	Taj Singh	347-484-8869		\$19,920.00	

RESOLUTION NO. 316.25

**TO ACCEPT AND AWARD BID FOR REPAIRS OF THE ANGERS AVENUE,
BERNARD STREET AND HAMBURG STREET WATER TANKS**

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

**REPAIRS OF THE ANGERS AVENUE, BERNARD STREET AND HAMBURG
STREET WATER TANKS**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Repairs of the Angers Avenue, Bernard Street and Hamburg Street Water Tanks to Utility Service Company Inc., located at 535 Courtney Hodges Blvd., Perry, Ga 31069, at the mutual consent of both the Town and Utility Service Company Inc., in the amount not to exceed seventy seven thousand and 00/100 (\$77,000.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 2, 2025

TO: Supervisor Collins and Town Board

FROM: Fred Mastroianni, P.E. Town Consultant Engineer

TITLE OF REQUEST: Repairs of the Angers Avenue, Bernard Street and Hamburg Street Water Tanks

TOWN BOARD MEETING: October 10, 2025

Background Information: Repairs are needed at each water tank to include replacing the main access ladders (3 materials options), adding a new aluminum ladder and at the Hamburg Street water tank, project includes pressure washing the piers and foundation, and repair of concrete cap edges.

Evaluation/Analysis: Bids were received and below is a summary:

- a. Base Bid of Painted Steel Main Ladder Option
 - Utility Service Company - \$77,000.00
 - TI Sales - \$139,905.00
 - Brave Industrial Paint - \$277,200.00
 - Advanced Coatings Equipment - \$899,131.00
- b. Alt. 1 - Aluminum Main Ladder Option
 - Utility Service Company - \$167,400.00
 - TI Sales - \$174,881.00
 - Brave Industrial Paint - \$229,250.00
 - Advanced Coatings Equipment - \$900,000.00
- c. Alt. 2 – Galvanized Steel Main Ladder Option
 - Utility Service Company - \$123,900.00
 - TI Sales - \$174,881.00
 - Brave Industrial Paint - \$219,250.00
 - Advanced Coatings Equipment - \$900,000.00

Recommendation(s):

Based upon my discussion with Justin Peterson and Jim Keith, I recommend that the Town Board approve the lowest responsible bidder, Utility Service Company base bid amount (Painted Steel Main Ladder option) of \$77,000.00.

Attachment/Document(s):

Attached are the bid documents.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

UTILITY SERVICE COMP INC

20. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Utility Service Co., Inc.
535 Courtney Hodges Blvd.
Perry, GA 31069

SURETY (Name, and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

TOWN (Name and Address):

Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: October 1, 2025

Description (Project Name): Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks

BOND

Bond Number: N/A

Date: October 1, 2025

Penal sum Five Percent of the Amount Bid \$ 5% Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Utility Service Co., Inc.
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Print Name David Pollard

Title Director of Bid Dept.

Attest: [Signature]
Signature
Title J. Shane Albritton, Secretary

SURETY

(Seal) Travelers Casualty and Surety Company of America (S)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Print Name Andrew P. Thome

Title Attorney-in-Fact

Attest: [Signature]
Signature
Title Andrea McCarthy, Witness



Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on

behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

- j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

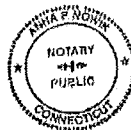
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **October**, 2025



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



SECRETARY'S CERTIFICATE
OF
UTILITY SERVICE CO., INC.

I, J. Shane Albritton, as Secretary of Utility Service Co., Inc., do hereby certify that the following Resolution was duly proposed, adopted, and resolved, during a meeting of the Board of Directors of Utility Service Co., Inc. on the 17th day of June, 2024:

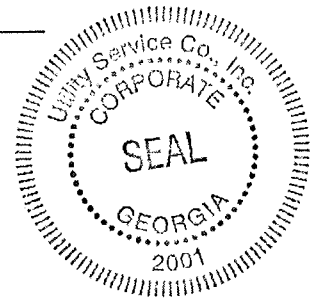
BE IT RESOLVED that David Pollard is hereby authorized and empowered by the Board of Directors as of June 17, 2024, to execute any and all contracts with a value of \$1,000,000 or less on behalf of Utility Service Co., Inc.

So executed on the 17th day of June, 2024.

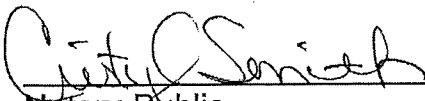


J. Shane Albritton

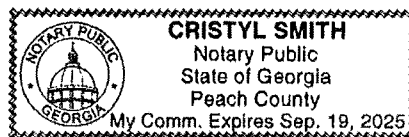
[Corporate Seal]



Sworn before me on this 17th day
of June, 2024.



Notary Public



An official website of New York State.
[Here's how you know](#) ▼



Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details



ENTITY NAME: UTILITY SERVICE CO., INC.
DOS ID: 3490042
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: FOREIGN BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 1304 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 03/15/2007
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/15/2007
INACTIVE DATE:
FOREIGN FORMATION DATE: 09/11/2001
STATEMENT STATUS: CURRENT
COUNTY: NEW YORK
NEXT STATEMENT DUE DATE: 03/31/2027
JURISDICTION: GEORGIA, UNITED STATES
NFP CATEGORY:

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: JOHN C FLAUGHER

Address: 535 COURTNEY HODGES BLVD, PERRY, GA, UNITED STATES, 31069

Principal Executive Office Address

Address: 535 GENERAL COURTNEY HODGES BLVD, PERRY, GA, UNITED STATES, 31069

Registered Agent Name and Address

October 8, 2025

Name: CORPORATION SERVICE COMPANY**Address:** 80 STATE STREET, ALBANY, NY, 12207 - 2543

Entity Primary Location Name and Address

Name:**Address:**

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

[Agencies](#)[App Directory](#)[Counties](#)[Events](#)[Programs](#)[Services](#)



BUREAU
VERITAS

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

535 Courtney Hodges Blvd Perry, GA 31069 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS - UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Original cycle start date:	12-January-2018
Expiry date of previous cycle:	11-January-2024
Certification / Recertification Audit date:	11-November-2023
Certification / Recertification cycle start date:	12-January-2024
Subject to the continued satisfactory operation of the organisation's Management System, this certificate expires on:	11-January-2027

Certificate No.: **US018948** Version: 1 Issue date: 05-December-2023

Brian Sanders



0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 3005 Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

UKAS Certificate Template Multi Site Rev.4.1



BUREAU
VERITAS

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
USG Water Solutions LLC - HQ	535 Courtney Hodges Blvd Perry, GA 31069 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 1	1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA	
Site 10 - USCI - TEXAS	16002 Kitzman Road Cypress, TX 77429 USA	
Site 12 - USCI - CALIFORNIA	2240 E Cedar St Ontario, CA 91761 USA	
Site 13 - ODLE, INC.	1801 W 26th St Muncie, IN 47302 USA	
Site 14 - USCI - FLORIDA	10857 SW 91st Ave Ocala, FL 34481 USA	
Site 2 - USCI - ARKANSAS	12748 US Hwy 70 Proctor, AR 72376 USA	
Site 3 USCI - GEORGIA	141 Hicks Drive Perry, GA 31069 USA	
Site 4 - USCI - ILLINOIS & MAXCOR	900 Country Creek Dr New Lenox, IL 60451 USA	
Site 5 - USCI - JPI	6150 Center Road Lowellville, OH 44436 USA	
Site 6 - USCI - KANSAS	1259 S 220th Street Pittsburg, KS 66762 USA	
Site 7 - USCI - MA / MERITHEW	128 Elm Street Bridgewater, MA 02324 USA	

Certificate No.: US018948

Version: 1

Issue date: 05-December-2023

Brian Sanders



0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

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UKAS Certificate Template Multi Site Rev.4.1



BUREAU
VERITAS

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
Site 9 - USCI - NORTH CAROLINA	200 Old Covered Bridge Rd Madison, NC 27025 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Certificate No.: **US018948**

Version: 1

Issue date: 05-December-2023

Brian Sanders



0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

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UKAS Certificate Template Multi Site Rev.4.1



USG WATER
— SOLUTIONS —

USCI
REFERENCE PACKET

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COMPANY PROFILE

As the largest provider of tank asset maintenance programs for the potable water industry within the United States, **Utility Service Group Water Solutions, LLC (USG)** provides water and wastewater utility clients with specialized programs and valuable services in order to assist them with the suitable management of their critical assets. USG's goal is to provide the highest value of services possible to allow our many valued clients to invest both capital and operating funds for the maximum benefit of their critical water distribution system assets and to build a long-standing partnership—ultimately ensuring the successful maintenance of their critical water distribution system assets.

From a contractual standpoint—we are still currently operating under the legal entity of **Utility Service Co., Inc.** Utility Service Co., Inc. served as our company name before changing to Utility Service Group Water Solutions, LLC.

With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, USG's local presence and highly qualified work crews deliver the high-quality results expected by our clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water distribution systems and infrastructure of the United States—ensuring that all water distribution system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank asset styles and sizes allow us to comfortably complete complex and large water storage tank renovation projects. USG protects more than 8,000 assets nationally with full-service maintenance and asset management programs. These maintenance programs are on-going and center on establishing long-term partnerships with our clients—ultimately utilizing a consultative philosophy-based approach to identifying and solving any issues that may arise.

Additionally, we have expanded both our capabilities and resources with the additional resources, advanced technologies, information systems, and strategic solutions that are necessary to address the current challenges facing water and wastewater utilities. Leveraging our extensive knowledge and experience, we are able to offer even greater innovative solutions to our clients. As part of our mission to address critical water resource and infrastructure challenges, we deliver innovative and advanced service solutions to minimize capital and operational expenses, improve water distribution system operations and performance, extend the useful life of our clients' critical water utility assets, and ultimately improve water quality.

COMPANY OWNERSHIP HISTORY

USG's presence within the United States dates back to the founding of its predecessor company in 1963. Since then, we have grown into one of the largest and most technologically advanced water solution providers in the United States.

We were initially formed in 1991 and—in 2008—became a wholly-owned subsidiary of SUEZ North America Inc. In 2022, SUEZ North America Inc. became wholly-owned by Veolia North America. On December 31, 2022, Veolia signed an agreement with **Turnspire Capital Partners (Turnspire)** to

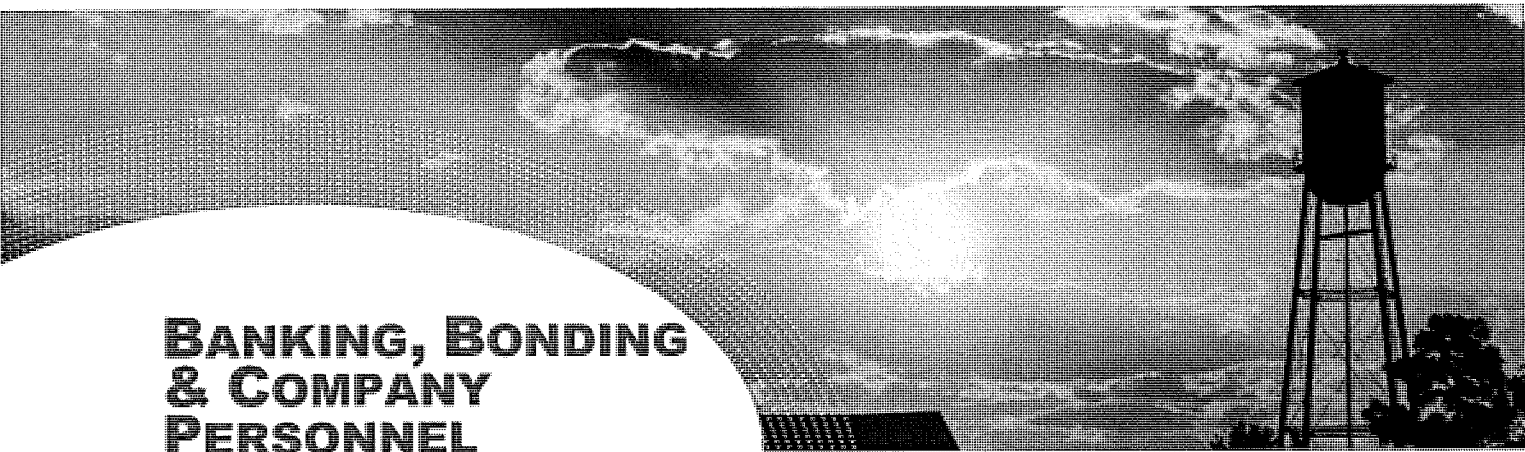
acquire USG—which closed in February of 2023. Turnspire is a private investment firm focused on acquiring high-quality business that have reached strategic, operational, and financial inflection points and ultimately stand to benefit from a hands-on, operationally focused approach.

USG and Turnspire both share a commitment to offer safe and sound solutions to our clients. Our multifaceted performance—combining the strengths of the organizations—is what will matter in the long run to successfully service our clients, meet all quality expectations, and establish a long-term partnership that will benefit our valued clients for many years to come. We are truly a world leader in smart, sustainable resource management, and we provide solutions that enable clients to optimize their critical resources and strengthen both environmental and economic performances in line with regulatory standards.

FINANCIAL STABILITY

With over 50 years of industry experience, USG has the financial strength and stability—as well as access to capital—that is required to successfully conduct the associated work. Also, we have never defaulted on a project—nor have we failed to complete a project.

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and all infrastructure renovations. Our creative programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for their communities, customers, and taxpayers.



BANKING, BONDING & COMPANY PERSONNEL

USG—a **C-Corporation**—directly employs more than 470 professionals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts with vast experience in asset management, project management, and technology development.

BONDING COMPANY

Travelers Casualty & Surety Company of America
Bond & Financial Products
One Tower Square, Hartford, CT 06183

BONDING AGENT

Marsh & McLennan
825 Maryville Centre Drive, Suite 200
St. Louis, MO 63017
Contact: Blake Messer; (314) 594-2700
Bonding Capacity: >\$40,000,000

BANKING

Wells Fargo
2975 Regent Blvd, Irving, TX 75063
Contact: Ashley Soutor; (612) 573-9516

OFFICERS

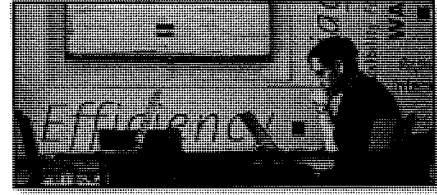
John Flaughner – President/ CEO
Bill Marquardt – Treasurer
Shane Albritton – Secretary

KEY PERSONNEL

Jonathan Cato – Chief Operating Officer
David Forrester – Vice President Tank Services & Water Quality
Rob Weaver – Vice President Environmental Health & Safety and QA/QC
David Pollard – Director of Bid Department

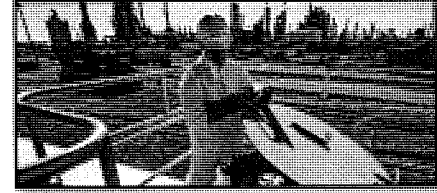
EMPLOYEES

- Number of direct employees: 500+
- Number of Professional Engineers on staff: Four (4)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 100+ nationwide



INSPECTORS

- Number of NACE-Certified Inspectors on staff: 107
- Number of SSPC-Certified Inspectors on staff: 59
- Average years of experience for an inspector: 15 years
- Inspectors are AMPP-certified, in-house employees



WASHOUT CREWS

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years

PAINTING CREWS

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

REPAIR & SERVICE CREWS

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

ASSOCIATED EQUIPMENT

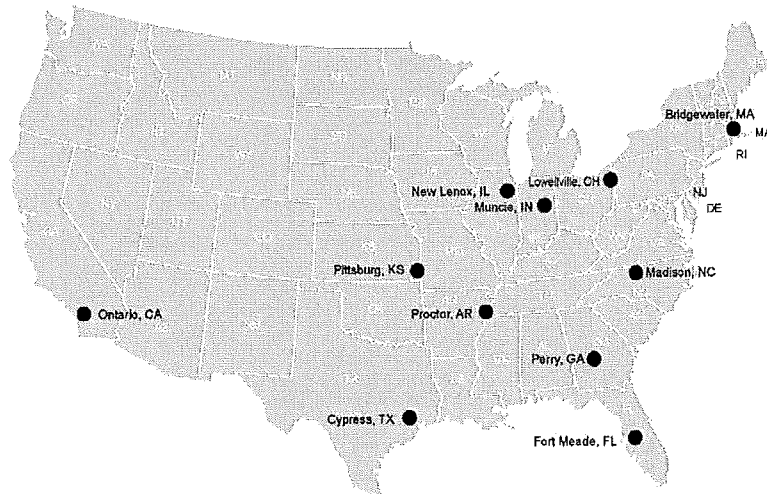
On average, USG's specialized service centers perform more than 1,200 major water storage tank renovations on an annual basis—including approximately 100+ lead abatement projects. Both the scale and magnitude of certain water tank projects require significant resources, and the availability of vast equipment allows USG to complete any size project efficiently and with the high-quality results that are expected by our many valued clients.

EQUIPMENT	QUANTITY
40,000 CFM Dust Collection	Ten (10)
Titan Industrial Vacuum Systems	Eight (8)
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	Seven (7)
22 tons Bulk Abrasives Transport Trailers	40+
Rail Cars for Bulk Abrasives Transport	Nine (9)
Road Tractors	15
Service Trucks	100+
Steel Grit Blast Units	Seven (7)
Robotic Blast Units	Five (5)

SERVICE CENTERS

All tank maintenance services will be conducted by personnel that is trained and qualified to perform all maintenance, repairs, and painting services—in accordance with the project specifications.

USG has 11 service centers strategically located throughout the United States to serve clients on a timely basis. The locations of USG's service centers include: Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Massachusetts, North Carolina, Ohio, and Texas. Our service center crews manage and maintain over 8,000 water distribution system assets for over 6,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.



INSURANCE REQUIREMENTS

Both the magnitude and scope of a major renovation project—as well as the number of crews and staff—require a true necessity for considerable insurance resources. USG utilizes one (1) of the most reputable names in the insurance industry—**AON**. AON serves as the world's leading insurance broker and risk advisor.

The USG insurance coverage policy limits are as follows:

- **General Liability** = \$2M per occurrence
 - **General Aggregate** = \$4M per occurrence
 - **Auto Liability** = \$2M each accident
 - **Professional Liability** = \$2M per claim
 - **Pollution Liability** = \$15M per claim
 - **Workers' Compensation** = statutory limit
- *Higher-level insurance policy limits can be provided upon request.*

ASSOCIATION FOR MATERIALS PROTECTION & PERFORMANCE **(AMPP)**

The Association for Materials Protection and Performance (AMPP) is the world's leading organization focused on the protection of assets and performance of materials. The AMPP was created when the National Association of Corrosion Engineers (NACE) and Society for Protective Coatings (SSPC) united after more than 145 years of combined experience in corrosion control and protective coatings. The merger between NACE and SSPC was formed to create a unified voice for the corrosion control and protective coating industries. The AMPP combines the world's leading corrosion prevention and protective coatings organizations under one (1) umbrella. Today, the AMPP is active in more than 130 countries and has more than 40,000 members across the globe. The AMPP is headquartered within the United States—with offices in Houston, TX, and Pittsburgh, PA. Additional AMPP offices are located in China, Brazil, Malaysia, Saudi Arabia, and the United Kingdom—as well as a training center in Dubai.

USG has more NACE-Certified Inspectors than any other water, wastewater, or tank company in the United States.

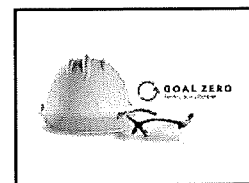


SAFETY, HEALTH, & QUALITY ASSURANCE

Workplace safety is a top priority for us, and we are committed to protecting all of our employees, clients, and contractors from danger and harm. Safety metrics are one (1) of the main ways we measure our success as a company. We continue to enhance safety processes—as well as training processes—and we take action every single day to protect the lives and health of all USG employees, subcontractors, and clients—as well as the populations among which we work. We ultimately aim to be a leader in safety, health, and quality assurance, and we continuously deploy ambitious action plans to fulfil this goal.



The action plans deployed on our sites have enabled a continuous reduction of USG's accident frequency rate (AFR). Over the last ten (10) years, USG has experienced an exceptional reduction in regard to our AFR—as well as a significant decrease in the overall severity of accidents. We strive to continuously take action in regard to reducing this rate on a yearly basis.



USG shares this ambition for a strong health and safety culture with all of our suppliers, clients, and subcontractors—even beyond our own direct activities. Currently—as an active member of the Institute for an Industrial Safety Culture (ICSI)—USG participates in work-groups and helps to develop tools for other companies and public authorities that ultimately share the same ambition as USG to improve the health and safety culture across the entire organization.

To create an integrated health and safety culture and attain our ultimate goal of “zero (0) serious and fatal accidents”, we have initiated—and continue to deploy—a health and safety policy that is based on four (4) areas, including:

1. Control of Major Risks
2. Committed Managers for a Proactive Health & Safety Culture
3. Develop a Fair/Participative Health & Safety Culture
4. Training to Develop Health & Safety Behavior

USG SAFETY & HEALTH PROGRAM

The **USG Safety & Health Program** is a 300+ page printed document. It is a standard policy to protect USG employees, subcontractors, and clients with safe work practices. We manage all work in a safe, orderly, and effective manner. We also adhere to all OSHA confined space requirements. Any employee working inside a water storage tank—defined as a confined space by OSHA—is fully trained with these procedures and will abide by all applicable confined space regulations. We also adhere to all applicable OSHA confined space protocols and requirements

pertaining to the monitoring of internal atmospheres. Prior to a crew member entering a confined space, the internal atmosphere is thoroughly tested using a calibrated direct-reading instrument that tests for the oxygen content, flammable gasses and vapors, and potential toxic contaminants in the air—in that specific order. It is a standard USG policy that no hazardous atmosphere is permitted in a space if an employee is inside that space. The USG crews also follow continuous forced air ventilation procedures by constantly monitoring the internal atmosphere in any confined space throughout the course of work.

SAFE WORK PLANNING

We utilize a formal hazard identification and analysis system—including both safe work plans and safe work planning processes—that engages all employees in systematically identifying routine and non-routine health and safety hazards. This process evaluates and prioritizes the potential risks of each task and provides recommendations on the means, methods, sequences, and controls that are required to prevent any potential safety hazards. In order for this process to be effective, the direct participation and collaboration of all USG supervisors and employees is required.

PERSONAL PROTECTIVE EQUIPMENT

Prior to the commencement of any work, we conduct a Personal Protective Equipment (PPE) Hazard Assessment. The hazard assessment is performed for all routine tasks—as well as any expected non-routine tasks. It identifies any potential hazards associated with these tasks and the required selection of the proper PPE. The major categories of PPE that appear on this hazard assessment include the head, hands, feet, face, eyes, ears, and body—as well as respiratory.

The types of PPE that are available to our employees include a standard USG work uniform, a variety of different hard hats, safety glasses and goggles that include protective side shields on each side, face shields, gloves, safety footwear, full body harnesses, high-visibility vests, coveralls, personal flotation devices, and ventilation and hearing protection. USG employees are required to always wear their PPE and follow safety procedures when conducting any maintenance work or related services.

ENVIRONMENTAL HEALTH & SAFETY TRAINING

We manage an environmental health and safety (EH&S) training program with a separate, distinct plan that addresses the methods USG will utilize to:

- Assess employee training needs
- Evaluate and decide upon the most effective training methods
- Schedule and host training
- Maintain training records

Training is mandatory for all field personnel, sales personnel, and management personnel. USG's formal, ongoing, and employee-specific EH&S training covers numerous topics on safety in regard to maintenance work and related services—including:

- | | |
|------------------------|---------------------------|
| ▪ Lockout/Tagout | ▪ Electrical Safety |
| ▪ Hazard Communication | ▪ Chemical Spill Response |
| ▪ Confined Spaces | ▪ Defensive Driving |

USG also utilizes a variety of other avenues to ensure that safety is constantly at the forefront of all employee practices, including:

1. **Daily Safe Work Planning Sessions:** Safe work planning takes place with Supervisors and includes discussions on both the task hazards and controls that are necessary to prevent injuries.
2. **Weekly Staff Tailgate Training:** We provide a 52-week Safety Tailgate Manual of pre-printed training materials that are used each week in our smaller departments and shift meetings.
3. **New Employee Orientation & Training:** This type of training is offered over the course of a new employee's first 90 days of employment with USG and prior to the new employee starting work.
4. **Injury Alerts & Shared Lessons Learned:** USG employees routinely receive injury alerts prompted by accidents or near-misses to immediately create an awareness amongst all personnel and avoid any future instances of accidents.

ADDITIONAL SAFETY TRAINING

We work in rather dangerous environments and recognize that safety is critical to both the success and well-being of USG employees. At USG, safety serves as the management team's top priority, and we have proven safety professionals that are dedicated to implementing our safety standards and practices.

- **Mr. Robert Weaver**— Vice President Environmental Health & Safety and QA/QC—has over 15 years of experience and oversees all environmental health, security, and safety operations.

When necessary, we engage **The Lovelace Group** for any project consulting or assistance in the annual implementation of our comprehensive safety training program. It is a standard policy to protect our employees and clients with safe work practices—while also managing all materials in a safe, effective, and orderly manner. Any employee that is climbing or working on a tank is required to attend our 40-hour annual training program.

QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:



- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

Work will be completed in adherence with applicable federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State rules and regulations pertaining to potable water storage tanks.

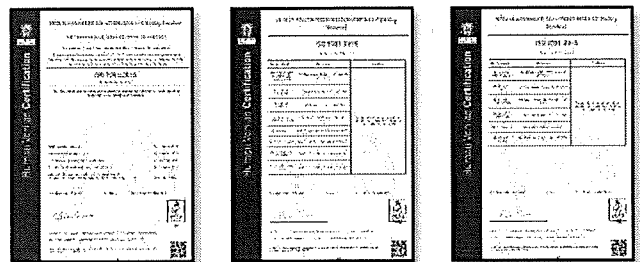
ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that we were awarded the **ISO 9001:2015 Certification (Certificate No.: US014911)** from Bureau Veritas. The certificate affirms that USG's operation and quality management systems adhere to the requirements set forth by the International Organization for Standardization (ISO). The ISO 9001:2015 Certification also validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing all risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

This ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement





TRADE REFERENCES

Utility Service Co., Inc. (USCI) works with the leading suppliers in the industry regularly. Below are our leading suppliers.

Tnemec Co., Inc.

Paint Supplier
Dean Drehoff
Atlanta, GA
770-242-9605

Sherwin Williams

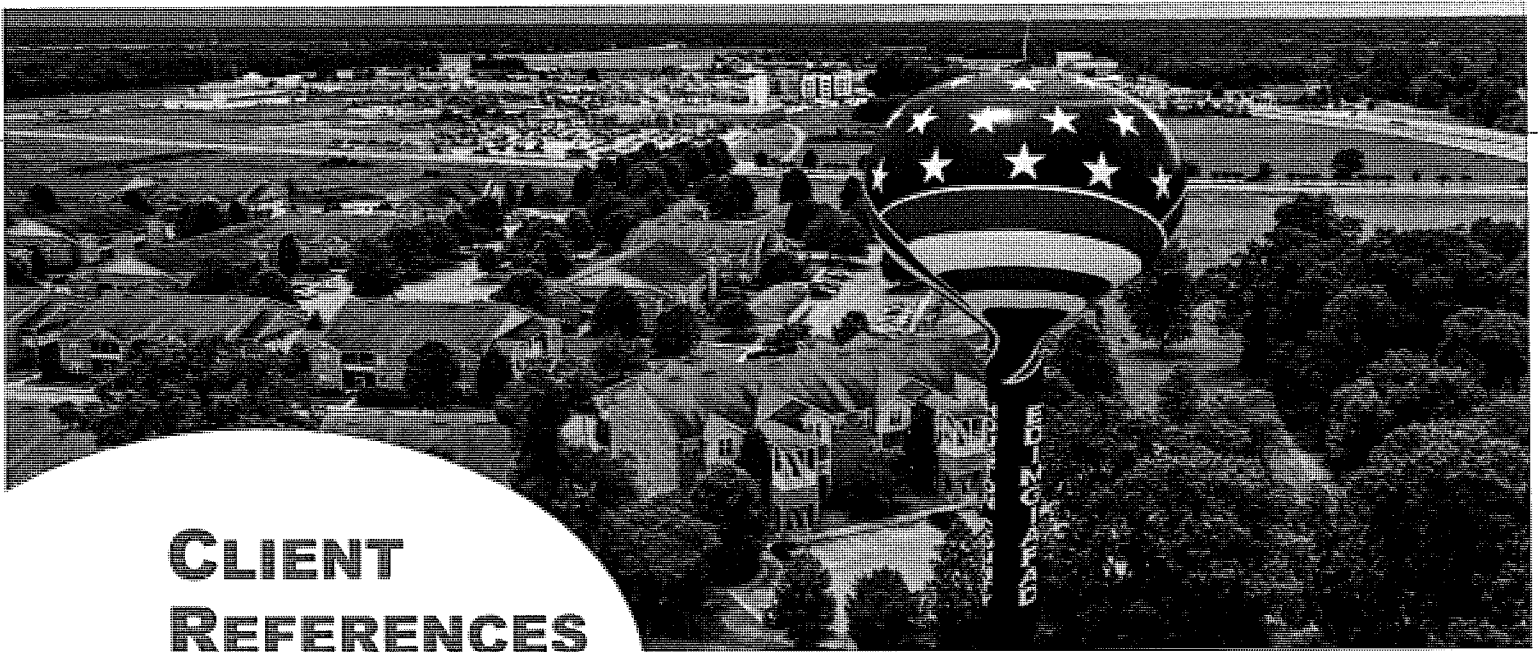
Paint Supplier
Michael Usterbowski
Chicago, IL
847-757-1836

Reed Minerals, Inc.

Abrasive Supplier
David Dewitt
Memphis, TN
901-789-1573

Eagle Industries, Inc.

Containment Systems
Mark Coulon
New Orleans, LA
800-266-8246



CLIENT REFERENCES

Utility Service Co., Inc. (USCI) has completed over \$800 million in water asset projects over the years. Our expertise in rehabilitation and maintenance extends the usable life of assets. Below are just a few of the bid projects we have completed over the years.

TANK PROJECT REFERENCES 2025

Town of Benoit, MS

Project: 2023 Water System Improvement Project, Contract No. 2, Water Tank Improvements

Engineer: Eley-McPherson Engineering, PA

Description: 100,000-Gallon EST; Exterior PW/SP3/2 Coats; Interior SP10/ 2 Coats; Typical Repairs; Logo

Contract Amount: \$133,325.72

Completed: June 2025

City of Maysville Utility Department, KY

Project: Mays Lick Tank Rehab

Engineer: City of Maysville Utility Department, KY

Description: 150,000-Gallon EST; Exterior SP6/3 coats; Interior SP10/2 coats; Containment; Typical repairs

Contract Amount: \$282,700

Completed: June 2025

Veolia North America, ID

Project: 5 Mile Tank Coating – Interior

Engineer: Brandon Miller (208) 358 0090

Description: 2.5MG GST; No exterior work; Interior SP10/ 2 Coats; Minimal repairs

Contract Amount: \$545,000

Completed: April 2025

Veolia North America, ID

Project: Crestline Tank Interior Painting Project

Engineer: Brandon Miller (208) 358 0090

Description: 300,000-Gallon GST; No exterior work; Interior SP10/ 3 Coats; Minimal repairs

Contract Amount: \$345,321

Completed: January 2025

Central Arkansas Water, AR

Project: Tank 17A and Tank 22 Interior and Exterior Painting

Engineer: Tom Wray (501) 377-1221

Description:

250,000 gallon PED; Exterior SP6/3 coats; Interior wet SP10/2 coats; Interior dry SP7/spot SP6/2 coats; Interior dry access tube SP7/spot SP6/4 coats; Containment; Repairs

1 MG EST; Exterior PW/2 coats; Interior wet SP10/2 coats; Interior dry spot SP6/2 coats;

Containment; Repairs

Contract Amount: \$839,243

Completed: May 2025

TANK PROJECT REFERENCES 2024**Veolia North America, ID**

Project: Crestline Tank Interior Painting Project

Engineer: Brandon Miller (208) 358 0090

Description: 300,000-Gallon GST; No exterior work; Interior SP10/ 3 Coats; Minimal repairs

Contract Amount: \$345,321

Completed: January 2024

Sewerage and Water Board of New Orleans, LA

Project: Maintenance and Repair of Algiers Water Tower

Engineer: Mike Genova (504) 982-2237

Description: 2,000,000 gallon EST; Interior Spot SP10/SP7/3 coats; Exterior touch up only; Repairs

Contract Amount: \$409,900

Completed: December 2024

City of Spartanburg, SC

Project: Water Storage Tank Maintenance Improvements

Engineer: Wiedeman and Singleton, Inc.- Mark Scherger (803) 329-2944

Description:

Boiling Springs Elevated Tank- 300,000-Gallon EST; Exterior PW; Interior SP10/ 2 coats; Typical repairs

Boiling Springs Ground Tank- 3,000,000-Gallon GST; Exterior PW and roof SP11/ 3 Coats; Interior PW; Typical repairs

Cowpens Elevated Tank- 1,000,000-Gallon Composite HP; No exterior work; Interior compression ring & painters' rail SP10/ 2 coats; Minimal repairs

Granite St. Elevated Tank- 100,000-Gallon EST; No exterior work; Interior PW; Minimal repairs

Hwy 292 Elevated Tank- 500,000-Gallon EST; No exterior work; Interior PW; Minimal repairs

Hwy 9 Elevated Tank- 1,000,000-Gallon EST; No exterior work; Interior PW; Typical repairs

Landrum Ground Tank- 500,000-Gallon GST; Exterior roof SP11/ 3 Coats; Interior PW; Typical repairs

New Cut Road Tank- 400,000-Gallon EST; Exterior PW; Interior SP10/ 2 coats; Typical Repairs

Contract Amount: \$482,222.90

Completed: December 2024

Heber Springs Water & Sewer Utility

Project: Airport N Tank Rehabilitation

Engineer: Salt Engineers & Planners - C. Kyle Breckenridge, P.E. (501) 766-9832

Description: 300,000-Gallon PED; Exterior PW/ 3 Coats; Interior Wet SP10/ 2 Coats; Interior Dry SP6/ 3 Coats; Typical repairs and mixer installation

Contract Amount: \$254,282.00

Completed: December 2024

Veolia North America, ID

Project: Broken Horn Tank Coating – Interior

Engineer: Brandon Miller (208) 358 0090

Description: 576,000-Gallon GST; No exterior work; Interior SP10/ 2 Coats; Minimal repairs

Contract Amount: \$283,600

Completed: November 2024

Greenville, NC

Project: Eastside Elevated Water Tank Rehabilitation

Engineer: Highfill Infrastructure Engineering

Description: 1,000,000 gallon FC HP; Exterior PW/2 coats; Interior PW/SP7/Spot SP10/2 coats; Containment; Repairs; Logo

Contract Amount: \$449,000

Completed: September 2024

Gosport, IN

Project: Division III Waterworks Improvements: Painting of 150,000 Gallons Spheriodal Water Storage Tank # 8405494

Engineer: Curry & Associates, Inc. - Lori Young (317) 745- 6995

Description: 150,000-Gallon PED; Exterior SP6/ 3 Coats; Interior Wet SP10/ 3 Coats; Interior Dry Spot SP11/3 Spot Coats; Typical Repairs

Contract Amount: \$191,400

Completed: July 2024

Fowler, IN

Project: Water Utility Improvements "Division A Water Tower Rehabilitation"

Engineer: Municipal-Civil Corporation - Ken Smith (765) 427-4670

Description: 250,000- Gallon EST; Exterior SP6/ 3 Coats; Interior SP10/ 3 Coats; Typical repairs; Containment; Logos

Contract Amount: 394,600

Completed: June 2024

Keiser, AR

Project: Water Storage Tank Rehabilitation

Engineer: Civil Engineering Associates, LLC - Lance Powell (870) 972-5316

Description: 75,000-Gallon EST; Exterior SP6/3 coats (Hydroflon); Interior touchup; Containment; Repairs; Passive mixing system; Repairs on treatment building

Contract Amount: \$258,600

Completed: June 2024

Handy Sanitary District, NC

Project: Hwy 49 & Bryon Street 500,000 Gallon Water Storage Tanks

Engineer: MBD Consulting Engineers – Charlie McGougan (910) 915-8200

Description:

Bryon - 500,000-Gallon SP; Exterior PW/3 coats; Interior SP10/3 coats; Repairs

Hwy 49 - 500,000-Gallon GST; Exterior PW/3 coats; Interior SP10/3 coats; Repairs

Contract Amount: \$457,800

Completed: June 2024

Village of Philadelphia, NY

Project: Contract No. 5 - Water Storage Tank Repainting

Engineer: BCA Architects & Engineers – Bob Boliver (315) 782-8130

Description: 500,000-Gallon fluted column hydropillar; Exterior SP6/3 coats; Interior wet SP10/2 coats (100% solids); Interior dry bowl SP10/3 coats; Interior dry spot SP11/2 coats; Containment; Repairs; Logos; Mixing system

Contract Amount: \$623,900

Completed: June 2024

City of Winnsboro, TX

Project: Elevated Storage Tank Rehabilitation

Engineer: KSA Engineers, Inc.- Brittney Smith (903) 236-7700

Description: 350,000-Gallon EST; No Exterior Work; Interior SP10/ 2 Coat (100% solids); Typical Repairs

Contract Amount: \$134,200

Completed: April 2024

City of Greensboro, NC

Project: 2023 Fall Protection System Improvements and Winola Court Rehabilitation

Engineer: LJB, Inc- Ted Baker (336) 433-7308

Description:

Winola Court- 1,500,000 Composite Hydropillar; Exterior PW/ SP11/ 2 Coats; Interior Wet SP7/ Spot SP10/ 2 Coats; Interior Dry Spot SP3/ Spot 2 Coat; Major Repairs; Containment

Muir's Chapel Road- 500,000-Gallon EST; Touch up of coatings we damage on the exterior & interior; Safety Upgrades

Contract Amount: \$848,400

Completed: April 2024

Veolia North America, ID

Project: Columbia WTP Clearwell Interior Painting Project

Engineer: Brandon Miller (208) 358 0090

Description: 1.5MG GST; No exterior work; Interior SP10/ 3 Coats; Minimal repairs

Contract Amount: \$638,838

Completed: March 2024

Veolia North America, ID

Project: Barber Tank Interior Painting Project

Engineer: Brandon Miller (208) 358 0090

Description: 2MG GST; No exterior work; Interior SP10/ 3 Coats; Minimal repairs

Contract Amount: \$495,921

Completed: March 2024

City of Thibodaux, LA

Project: North Canal Blvd/ MLK Water Tower Repainting

Engineer: Process and Controls Engineering - Dan Foglesong (985) 635-1410

Description:

500,000-Gallon PED; Exterior PW/Spot SP3/ 2 coats; Interior Wet SP10/ 3 coats; Interior Dry SP10/ 2 coats; Typical repairs

1.0MG EST; Exterior SP6/ 3 coats (Hydroflon); Interior SP10/ 3 coats; Containment; Typical repairs

Contract Amount: \$956,707

Completed: January 2024

TANK PROJECT REFERENCES 2023**City of Rusk, TX**

Project: Rehabilitation of Water Storage Tanks

Engineer: Schaumburg & Polk - Jeff Simmons/Cale Tucker

Description:

100,000-Gallon EST; Exterior SP6/3 coats (Hydroflon); Interior SP10/2 coats (Series 22); Containment; Repairs; Mixing System; Dehumidification; Logo

200,000-Gallon EST; Exterior SP6/3 coats (Hydroflon); Interior SP10/2 coats (Series 22); Containment; Repairs; Dehumidification; Logo

500,000-Gallon GST; Exterior SP6/3 coats (Hydroflon); Interior SP10/2 coats (Series 22); Containment; Repairs; Mixing System; Dehumidification

300,000-Gallon Concrete Clearwell; Interior PW only; Repairs

250,000-Gallon Bolted GST; Exterior PW/3 coats (Hydroflon); Interior SP10/2 coats (Series 264); Repairs including roof replacement; Mixing System; Dehumidification

Contract Amount: \$1,791,600

Completed: December 2023

Western Virginia Water Authority, VA

Project: Grandin Court WST#3

Engineer: Scott Agner (540) 283-2931

Description: 1MG STP; Exterior SP6/ 3 Coats (Hydroflon); Interior SP10/ 3 Coats; Containment and typical repairs

Contract Amount: \$316,200

Completed: November 2023

Town of Hounsfield, NY

Project: Water Storage Tank Repairs

Engineer: Barton & Loguidice – Chelsea Brouty (315) 701 9810

Description: 125,000-Gallon PED; Exterior PW/ 2 Coats; Interior SP10/ 2 Coats; Interior Dry PW/ Spot SP11/ 2 Coats; Typical repairs

Contract Amount: \$274,000

Completed: October 2023

Paragould Light & Water Commission, AR

Project: Repair and Repainting of (2) Water Storage Tanks

Engineer: Paragould Water and Cable Engineering Department

Description:

Tank 1-1,000,000-Gallon GST- Exterior SP6/3 Coats (Hydroflon); Interior SP10/2 Coats; Typical repairs; Containment

Tank 2-250,000-Gallon EST- Exterior SP6/3 Coats (Hydroflon); Interior SP10/2 Coats; Typical repairs; Containment

Contract Amount: \$741,200

Completed: September 2023

Greenville Utilities Commission, NC

Project: Southside Elevated Water Tank Rehabilitation

Engineer: Highfill Infrastructure Engineering - Jeremy Allen, PE (919) 481-4342

Description: 1.5MG Fluted HP; Exterior PW/2 coats; Interior Wet SP7/ spot SP10/ 2 coats; Interior Dry spot touch up; Containment; Typical repairs

Contract Amount: \$489,080

Completed: September 2023

Marion Municipal Water Department, IA

Project: Well 4 GST Repair & Recoating

Engineer: Veenstra & Kimm - Dave Schechinger, P.E. (319) 466-1000

Description: 1MG GST; Exterior SP6/3 Coats (Hydroflon); Interior SP10/3 Coats; Typical repairs

Contract Amount: \$338,100

Completed July 2023

City of Sumter, SC

Project: Lafayette Drive Elevated Tank Project

Engineer: Owner- Bert Beatson (803) 305-7219

Description: 500,000-Gallon EST: Exterior PW; Interior SP10/3 Coats; Repairs

Contract Amount: \$117,400

Completed: June 2023

City of Manning, SC

Project: Elevated Water Storage Tank Improvements

Engineer: Hybrid Engineering, Inc.- Doug Clary (803) 407-0472

Description: 300,000-Gallon EST; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment; Repairs

Contract Amount: \$562,600

Completed: May 2023

Sweetwater Utilities Board, TN

Project: East Tank Refurbishments

Engineer: W. K. Dickson & Company - Cain Reed (865) 270-3310

Description: 200,000-Gallon GST; Exterior SP10/3 coats (Hydroflon); Interior SP10/3 coats; Containment; Repairs

Contract Amount: \$185,600

Completed: March 2023

Western Virginia Water Authority, VA

Project: Washington Heights Water Tank Rehab

Engineer: Scott Agner (540) 283-2931

Description: 500,000-Gallon EST; Exterior SP6/3 Coats; Interior SP10/3 Coats; Containment;
Typical repairs

Contract Amount: \$455,400

Completed: March 2023

Town of Cleveland, NC

Project: Roseman Tank Rehabilitation

Engineer: McGill Associates – Noah Green (828) 328-2024

Description: 200,000-Gallon EST; Exterior PW/ SP3/ 2 Coats; Interior SP10/ 3 Coats; Typical
repairs

Contract Amount: \$224,470

Completed: February 2023

City of Mount Vernon, GA

Project: Lothair Elevated Water Tank Rehabilitation

Engineer: Turnipseed Engineers - John McClellan (706) 863-8800

Description: 300,000-Gallon EST; Exterior PW/2 coats; Interior SP10/2 coats; Repairs; Logo

Contract Amount: \$123,100

Completed: February 2023

North Garland County, AR

Project: Cleaning and Painting Water Storage Tank No. 7 & Modifications to Other Tanks

Engineer: Michael Bolin & Associates, Inc. – Michael Bolin (501) 776-2692

Description: 200,000-Gallon STP; Exterior PW/ SP3/2 Coats; Interior SP10/2 Coats (Series
141); Typical repairs and mixer

Contract Amount: \$198,800

Completed: January 2023

Subiaco Abbey, AR

Project: Repaint Tin Hat Water Storage Tank

Engineer: Crafton Tull & Associates - Loy Claunch (479) 968-1885

Description: 50,000-Gallon open back lattice leg EST; Exterior PW/2 coats; Interior SP10/3
coats; Repairs; Logo; Mixing System

Contract Amount: \$192,300

Completed: January 2023

TANK PROJECT REFERENCES 2022**City of Bismarck, ND**

Project: 43rd Avenue Tank Rehabilitation

Engineer: Bartlett & West - Larry Kirschmann (888) 200-6464

Description: 1.0MG PED; Exterior SP6/3 coats (Hydroflon); Interior Wet SP10/3 coats (FC22);
Interior Dry SP6/3 coats; Containment; Repairs; Cathodic Protection; Electrical; Logo

Contract Amount: \$757,100

Completed: December 2022

City of Crawfordsville, AR

Project: Painting 100,000 Gallon Water Tank

Engineer: Bond Consulting Engineers East - Jerome Alford (870) 739-2228

Description: 100,000-Gallon EST; Exterior PW/2 coats; Interior SP10/2 coats (Series 141);
Repairs; Mixing System

Contract Amount: \$142,900

Completed: December 2022

City of Mount Vernon, GA

Project: Lothair Elevated Water Tank Rehabilitation

Engineer: Turnipseed Engineers - John McClellan (706) 863-8800

Description: 300,000-Gallon EST; Exterior PW/2 coats; Interior SP10/2 coats; Repairs; Logo

Contract Amount: \$123,100

Completed: November 2022

Town of Boone, NC

Project: Gladys Water Tank Painting

Engineer: McGill Associates – Cyndi Sherwood (828) 252-0575

Description: 2.0MG GST; Exterior PW/ SP3/3 Coats (Hydroflon); Interior SP10/3 Coats; Typical
repairs

Contract Amount: \$396,600

Completed: November 2022

St Anthony Water Corporation, IN

Project: Rehabilitation and Repainting of the Dubois Co. 4-H Park Existing 200,000 Gallon EST

Engineer: Midwestern Engineers – Ed Peters (812) 295-2800

Description: 200,000-gallon EST; Exterior PW/3 coats; Interior SP10/2 coats; Repairs; Logos

Contract Amount: \$135,200

Completed: October 2022

Veolia Water, NJ

Project: Bald Eagle Village Welded Standpipe

Engineer: Hannah Giacomini, PE (201) 250-5075

Description: 320,000-Gallon GST; Exterior SP6/3 Coats; Interior SP10/2 Coats (100% Solids);
Containment and typical repairs

Contract Amount: \$682,900

Completed: October 2022

City of Washington, KS

Project: Water System Improvements - Tower Painting

Engineer: BG Consultants - Brian Foster (785) 537-7448

Description: 250,000-Gallon PED; Exterior SP6/3 coats (Hydroflon); Interior Wet SP10/3 coats;
Interior Dry Spot SP3/1 coat; Containment; Repairs; Logos

Contract Amount: \$244,838

Completed: August 2022

Bull Swamp Rural Water Company, SC

Project: Repair and Repainting Bull Swamp Waters Ferry Tank

Engineer: AECOM - Nathan Ward (803) 254-4400

Description: 200,000-Gallon EST; Exterior PW/SP6/3 coats (Hydroflon); Interior PW/SP10/3 coats; Containment; Repairs

Contract Amount: \$400,000

Completed: August 2022

Town of Lyme, NY

Project: Three Mile Bay Water Storage Tank Exterior Repainting

Engineer: BCA Architects & Engineers – McKenzie Lehman PE (315) 782-8130 x 273

Description: 125,000-Gallon PED; Exterior SP6/3 Coats; Touch up of interior areas damaged during project; Containment and minimal repairs

Contract Value: \$241,500

Completed: August 2022

City of Raymondville, TX

Project: Rehabilitation of Three Potable Water Elevated Storage Tank

Engineer: Guzman & Munoz Engineering – Luther Medina (956) 565-4637 x 413

Description:

High School Tank - 200,000-Gallon EST; Exterior SP6/3 Coats; Interior SP10/2 Coats (100% Solids); Containment & typical repairs

Prison Tank - 150,000-Gallon EST; Exterior SP6/3 Coats; Interior SP10/2 Coats (100% Solids); Containment & typical repairs

Little League Tank - 200,000-Gallon PED; Exterior SP6/3 Coats; Interior Wet SP10/2 Coats (100% Solids); Interior Dry SP10/2 Coats (100% Solids); Containment & typical repairs

Contract Value: \$1,169,720

Completed: August 2022

City of Pittsburg, KS

Project: North Tower Blast & Paint

Engineer: Olsson - Jerry Jesky, P.E. (417) 885-1746

Description: 750,000-Gallon EST; Exterior PW/2 Coats; Interior SP10/3 Coats; Typical repairs

Contract Amount: \$303,000

Completed: August 2022

Fork Township Sanitary District, NC

Project: WTP EST Painting

Engineer: McDavid Associates, Inc. – David Gurley III, P.E. (919) 736-7630

Description: 500,000-Gallon EST; Interior Wet SP10/3 Coats; Exterior SP6/3 Coats (Hydroflon); Containment; Typical repairs

Contract Amount: \$407,400

Completed: June 2022

City of Warrenton, MO

Project: Water Tank Painting

Owner: Brant Johnson (636) 456-3535

Description: 400,000-Gallon EST; Exterior SP6/3 Coats (Hydroflon); Interior SP10/3 Coats; Containment

Contract Amount: \$367,700

Completed: June 2022

Fork Township Sanitary District, NC

Project: WTP Elevated Storage Tank Painting

Engineer: McDavid Associates, Inc. – David Gurley III, P.E. (919) 736-7630

Description: 500,000-Gallon EST; Exterior SP6/4 Coats (Hydroflon); Interior SP10/3 Coats; Containment and typical repairs

Contract Amount: \$407,400

Completed: June 2022

City of Ambrose, GA

Project: Renovation of Elevated Water Tank

Engineer: Statewide Engineering, Inc. - Mark Dill (912) 384-7723

Description: 100,000-Gallon EST; Exterior SP6/3 Coats, Interior SP10/3 Coats; Containment; Typical repairs

Contracted Amount: \$382,800

Completed: March 2022

City of Jersey Village, TX

Project: Rehabilitation of Elevated Storage Tanks

Engineer: Roel Garcia (713) 466-2158

Description:

Congo Lane Tank - 500,000-Gallon PED; Exterior touch up; Interior Wet SP10/3 Coats; Interior Dry Partial SP6/2 Coats; Typical repairs

Jersey Tower - 250,000-Gallon EST; Exterior touch up; Interior SP10/3 Coats; Typical repairs

Contracted Amount: \$214,200

Completed: March 2022

City of Sumter, SC

Project: Alice Drive Elevated Tank Project

Owner: Bert Beatson (803) 305-7219

Description: 500,000-Gallon EST; Exterior PW Only; Interior Wet SP10/3 coats; Minimal repairs

Contracted Amount: \$100,500

Completed: January 2022

TANK PROJECT REFERENCES 2021**Town of Summit, MS**

Project: Thomas Street 250,000 Gallon Elevated Storage Tank Rehabilitation

Engineer: Dungan Engineering – Josh Davis (601) 823-7026

Description: 200,000-Gallon EST; Interior SP10/3 coats; Exterior SP6/3 coats; Containment; Typical Repairs

Contracted Amount: \$298,200

Completed: December 2021

Cabot Waterworks, AR

Project: Tank Painting and Rehab 80,000 Gallon Standpipe & 500,000 Gallon Elevated Tank

Engineer: Tim Joyner (510) 843-4654

Description:

80,000-Gallon STP; Exterior SP6/3 coats; Interior SP10/3 coats; Containment; Repairs

500,000-Gallon EST; Exterior SP6/3 coats (Hydroflon); Interior SP10/3 coats; Containment; Repairs

Contract Amount: \$509,600

Completed: December 2021

North Carolina Department of Public Safety

Project: Water Tank Restoration Hyde Correctional Institute

Engineer: S&ME – Scott Hancock (336) 553-1231

Description: 125,000-Gallon EST; Interior SP10/3 coats; Exterior PW/SP6/3 coats;

Containment; Typical Repairs

Contract Amount: \$294,639.22

Completed: November 2021

City of Hallettsville, TX

Project: Rhodes 250,000 Gallon Elevated Tank Repaint Project

Engineer: TRC Engineers, Inc. – Sean Cook (512) 329-6080

Description: 250,000-Gallon EST; Interior Wet SP10/2 Coats; Exterior SP6/2 Coats; Typical repairs

Contract Amount: \$97,800

Completed: October 2021

Dinwiddie County, VA

Project: 500,000 Gallon EST Racetrack Tank Rehabilitation

Engineer: Arcadis – Kris Edelman (804) 665-1076

Description: 500,000-Gallon EST, Exterior SP6/4 Coats (Hydroflon); Interior Wet SP10/3 Coats (Series N140), 2A Containment, Graphic Logo, Repairs

Contracted Amount: \$451,200.00

Completed: September 2021

Macon Municipal, MO

Project: Repainting of the North 1MG Elevated Water Storage Tank

Engineer: Benton & Associates, Inc. – Joshua Stewart, P.E. (660) 665-3575

Description: 1.0MG EST, Interior Wet SP10/3 Coats, Interior Dry PW/2 Spot Coats, Repairs,

Contracted Amount: \$395,100.00

Completed: August 2021

City of Caraway, AR

Project: Painting 150,000 Gallon Water Tank

Engineer: Bond Consulting Engineers East, Inc. – Jerome Alford (870) 739-2228

Description: 150,000-Gallon EST; Interior Wet SP10 /2 Coats; Exterior PW /2 Coats; Typical repairs

Contract Amount: \$126,800

Completed: August 2021

Fork Township Sanitary District, NC

Project: Barnes School EST Painting

Engineer: McDavid Associates, Inc. – David Gurley III, P.E. (919) 736-7630

Description: 500,000-Gallon EST; Interior Wet SP10/3 Coats; Exterior SP6/3 Coats (Hydroflon); Containment and typical repairs

Contract Amount: \$403,800

Completed: June 2021

Fork Township Sanitary District, NC

Project: New Hope and Barnes School EST Painting

Engineer: McDavid Associates, Inc. – David Gurley III, P.E. (919) 736-7630

Description: 200,000-Gallon EST; Interior Wet SP10/3 Coats; Exterior SP6/3 Coats (Hydroflon);
Containment and typical repairs

Contract Amount: \$323,000

Completed: June 2021

City of Rock Hill, SC

Project: Lesslie Elevated Water Tank Rehabilitation

Engineer: Wiedeman and Singleton, Inc. – Mark Scherger (803) 329-2944

Description: 1.0MG Composite Hydropillar; Interior Wet SP10/3 coats; Exterior Bowl PW/3 coats
(Hydroflon); Exterior Concrete Pedestal PW Only; Repairs

Contract Amount: \$351,800

Completed: June 2021

Georgia Public Safety Training Center, GA

Project: Campus Water Tower Renovation Project

Engineer: Jessica Sherman (478) 993-4662

Description:

100,000-Gallon EST; Interior Wet SP7/Spot SP10/2 coats; repairs; Cathodic Protection

500,000-Gallon EST; Interior Wet SP7/Spot SP10/2 coats; repairs; Cathodic Protection

Contract Amount: \$243,300

Completed: June 2021

Chesterfield County, VA

Project: Physic Hill Tank Rehabilitation

Engineer: Whitman Requardt & Associates, LLP. – Christopher Briggs, P.E. (804) 272-8700

Description: 2.0MG Fluted Hydropillar; Interior Wet SP10/3 Coats; Interior Dry Partial SP10/3
Coats Exterior SP6/3 Coats (Hydroflon); Containment and typical repairs

Contract Amount: \$1,329,703

Completed: June 2021

City of Eustis, FL

Project: Rehabilitation and Repainting of 3 Potable Water Storage Tanks

Engineer: Tracey Jeanes (352) 483-5475

Description:

100,000-Gallon GST; Exterior Overcoat/2 coats; Interior Wet SP10/3 coats; Typical repairs

250,000-Gallon Concrete GST; Interior SP6/3 coats; repairs

100,000-Gallon EST; Exterior Overcoat/2 coats; Interior Wet SP10/3 coats; Typical repairs

Contract Amount: \$184,400

Completed: May 2021

Aqua North Carolina, Inc.

Project: Macon Road Tank Rehabilitation

Engineer: Mumford-Bjorkman Associates, Inc. – Mike Catts (302) 322-2000

Description: 300,000-Gallon EST; Interior SP10/2 Coats (100% solids); Exterior PW/SP11/2
Coats; Typical repairs

Contract Amount: \$209,300

Completed: February 2021

TANK PROJECT REFERENCES 2020

City of Denmark, SC

Project: Elevated Storage Tank Rehabilitation

Engineer: Hussey Gay Bell – Gene Pierce, P.E. (803) 799-0444

Description:

100,000-Gallon EST; Interior Wet SP10/3 Coats; Exterior SP6/3 Coats; Containment; Typical repairs

250,000-Gallon EST; Interior Washout; Minor Repairs

Contract Amount: \$254,800

Completed: December 2020

Union County, NC

Project: Stallings Existing Elevated Tank No. 2 Refurbishment

Engineer: W.K. Dickson – Jake Berkshire P.E. (704) 334-5348

Description: 500,000-Gallon Fluted Hydropillar; Interior Wet SP10/3 Coats; Exterior Overcoat/3 Coats (HydroFlon); Typical Repairs

Contract Amount: \$322,300

Completed: December 2020

Village of Sebring, OH

Project: West Texas Avenue Tank Rehabilitation Project

Engineer: W.E. Quicksall and Associates, Inc. – Matt Miller (330) 339-6676

Description:

500,000-Gallon STP; Exterior SP10/3 coats (Hydroflon); Interior SP10/2 coats (100% solids); Containment; Repairs

1MG Concrete GST; Exterior SP13/3 coats; Interior SP13/2 coats; Repairs

Contract Amount: \$829,600

Completed: December 2020

Dennis Water District, MA

Project: Cleaning and Painting 6MG Steel Water Storage Standpipe

Engineer: Resilient Civil Engineering - Kristen Berger (508) 726-2458

Description: 6.0MG STP; Exterior Overcoat/2 coats; Interior Floor SP10/2 coats & Touch-Up

Contract Amount: \$598,100

Completed: December 2020

Red River County Water Supply, TX

Project: Avery Water Tower Rehabilitation

Engineer: Shawn Napier – (903) 732-6307

Description: 100,000-Gallon EST; Exterior Overcoat/2 coats; Interior Wet SP10/2 coats; Repairs

Contract Amount: \$100,800

Completed: December 2020

Aqua North Carolina, Inc.

Project: Six Forks Tank Rehabilitation

Engineer: Mumford-Bjorkman Associates, Inc. – Mike Catts (302) 322-2000

Description: 250,000-Gallon EST; Interior SP10/2 Coats (100% solids); Exterior SP6/3 Coats; Containment; Typical repairs

Contract Amount: \$415,700

Completed: October 2020

Town of Boone, NC

Project: Upper Junaluska Tank Painting

Engineer: McGill Associates – J. Meliski (828) 252-0575

Description: 200,000-Gallon GST; Interior SP10/3 Coats; Exterior PW/Overcoat; Typical repairs

Contract Amount: \$146,300

Completed: October 2020

City of Crockett, TX

Project: East Side & Southwest Elevated Storage Tank Rehabilitation

Engineer: KSA – Jeremy Orr, P.E. (936) 637-6061

Description:

500,000-Gallon PED; Exterior SP6/3 coats; Interior wet SP10/2 coats; Interior dry SP10/2 coats; Containment; Typical repairs

500,000-Gallon PED; Exterior SP6/3 coats; Interior wet SP10/2 coats; Interior dry SP10/2 coats; Containment; Typical repairs

Contract Amount: \$590,515

Completed: May 2020

Town of Boone, NC

Project: Gladys Water Tank Painting

Engineer: McGill Associates – J. Meliski (828) 252-0575

Description: 190,000-Gallon GST; Interior SP10/3 Coats; Exterior PW/Overcoat; Typical repairs

Contract Amount: \$156,600

Completed: May 2020

City of Archdale, NC

Project: 750,000 Gallon Hydropillar Water Tank Rehabilitation

Engineer: S&ME – Timothy Greene 336-288-7180

Description: 750,000-Gallon Composite Hydropillar; Exterior PW/Overcoat; Interior Wet SP10/3 Coats; Interior Dry Spot touch up; Minimal repairs

Contract Amount: \$171,400

Completed: April 2020

Darlington County Water & Sewer Authority, SC

Project: Sally Hill & Buck Reynolds Road Tank Improvements

Engineer: Davis & Brown – Glenn Kirven (843) 319-2476

Description:

Buck Reynolds 500,000-Gallon EST; Interior SP10/3 Coats; Exterior PW/Overcoat; Typical repairs

Sally Hill 200,000-Gallon EST; Interior SP10/3 Coats; Exterior PW/Overcoat; Typical repairs

Contract Amount: \$349,000

Completed: January 2020

City of Woonsocket, RI

Rehabilitation of Mount St. Charles No.1, Mount St. Charles No. 5, Diamond Hill and Rhodes Ave. Steel Water Storage Tanks

Engineer: C&E Engineering Partners, Inc. - Tom Nicholson (401) 762-1711

Description:

440,000-Gallon STP; Exterior Touch-Up/Chemical Clean & Interior Touch-Up

750,000-Gallon Fluted Hydropillar; Exterior Touch-Up/Chemical Clean & Interior Touch-Up

750,000-Gallon EST; Exterior PW & Touch-Up/Chemical Clean & Interior Touch-Up

750,000-Gallon Fluted Hydropillar; Exterior PW/ Touch-Up/ Chemical Clean & Interior Touch-up

Contract Amount: \$751,200

Completed: January 2020

CURRENT PROJECTS UNDER CONSTRUCTION**City of Waldron, AR**

Project: Backwash Tank Rehabilitation

Engineer: McClelland Consulting Engineers, Inc. – Andrew Dibble, P.E. (479) 434.5333

Description: 550,000-Gallon STP; Exterior SP6/ 3 Coats; Interior SP10/ 3 Coats; Typical repairs

Contract Amount: \$288,700

Veolia North America, ID

Project: 5 Mile Tank Coating – Interior

Engineer: Brandon Miller (208) 358 0090

Description: 2.5MG GST; No exterior work; Interior SP10/ 2 Coats; Minimal repairs

Contract Amount: \$545,000

County of Wilson, NC

Project: Elevated Water Storage Tanks Construction

Engineer: Brajesh Tiwari (252) 399-5835

Description: Two (2) x 250,000-Gallon EST; Exterior SP10/ 4 Coats (Hydroflon); Interior SP10/ 3 Coats; Typical repairs

Contract Amount: \$828,500

City of Greensboro, NC

Project: 2024-2025 Fall Protection System Improvements

Engineer: Monica Jarrett, EI (336) 373-7792

Description: Safety upgrades on three (3) EST's, one (1) GST, and one (1) composite HP; TU of damaged areas

Contract Amount: \$999,500

Bamberg County, SC

Project: 200,000 Gallon Elevated Tank Rehabilitation

Engineer: Ken Parnell (803) 609-3525

Description: 200,000 gallon EST; Exterior SP6/3 coats (Hydroflon); Interior SP10/2 coats; Containment; Repairs

Contract Amount: \$310,700

Town of Goldsby, OK

Project: South Tower Rehabilitation

Engineer: Kimley-Horn & Associates, Inc.

Description: 300,000-Gallon GST; Exterior SP6/3 Coats (Fluorokem); Interior SP10/2 Coats; Containment; Typical Repairs; Passive Mixing System; Dehumidification; Logo

Contract Amount: \$409,400

Town of Bolton, NC

Project: Contract No. 2 - Elevated Storage Tank Painting

Engineer: McDavid Associates

Description: 100,000-Gallon EST, Exterior SP6/ 4 Coats, Interior SP10/ 3 Coats, Typical Repairs, Containment, Electrical Work, Lead Abatement

Contract Amount: 342,900

City of Calhoun City, MS

Project: Contract "B" Tank Painting Project

Engineer: Willis Engineering

Description:

Caviness Tank-250,000-Gallon EST; Exterior SP6/ 4 Coats (Perma-Gloss); Interior SP10/ 2 Coats; Typical Repairs; Containment; Logo (2)

Bobby Steel Tank-500,000-Gallon EST; Exterior SP6/ 4 Coats (Perma-Gloss); Interior SP10/ 2 Coats; Typical Repairs; Containment; Logo (2)

Contract Amount: 719,300

City of Fayetteville, AR

Project: Baxter 1MG Ground Water Storage Tank Rehabilitation

Engineer: Olsson

Description: 1,000,000 Gallon GST; Exterior SP10/3 Coats (Hydroflon); Interior SP10/2 Coats; Repairs; Mixing System; Electrical; Civil Site Work

Contract Amount: \$734,900

City of Menard, TX

Project: Elevated Storage Tank Rehabilitation

Engineer: Burgess & Niple

Description: 200,000 Gallon EST - Lattice Leg; Exterior SP6/3 Coats; Interior SP10/3 Coats; Repairs; Containment; Logos; Dehumidification

Contract Amount: \$419,000

City of Calhoun City, MS

Project: Tank Painting Project

Engineer: Willis Engineering

Description:

- Caviness Tank-250,000-Gallon EST; Exterior SP6/ 4 Coats (Perma-Gloss); Interior SP10/ 2 Coats; Typical Repairs; Containment; Logo (2)

- Bobby Steel Tank-500,000-Gallon EST; Exterior SP6/ 4 Coats (Perma-Gloss); Interior SP10/ 2 Coats; Typical Repairs; Containment; Logo (2)

Contract Amount: 719,200

City of Dresden, TN

Project: Armory & Jones Street Storage Tank Rehabilitation

Engineer: A2H Inc.

Description:

Armory Street Tank - 500,000-Gallon STP; Exterior SP6/3 Coats (Hydroflon); Containment;
Typical Repairs; Logo

Jones Street Tank - 150,000 Gallon EST; Exterior SP6/3 Coats (Hydroflon); Containment;
Repairs; Logo

Contract Amount: \$294,800

RESUMES



USG WATER
— SOLUTIONS —

DAVID POLLARD

DIRECTOR OF BID DEPARTMENT

YEARS OF EXPERIENCE

- 37 Years Total
- Six (6) Years in the Water and Wastewater Industry
- 11 Years in the Consulting Engineering Industry
- 20 Years in the Concrete Construction Industry

EDUCATION

- B.S., Civil Engineering Technology, Southern Polytechnic State University, 2013.

AREAS OF SPECIALIZATION

- Project Financial Oversight
- Project Management
- Construction Quality Assurance
- Construction Quality Control
- Project Cost Estimating
- Project Coordination
- Safety Oversight

PROFESSIONAL CERTIFICATIONS

- Occupational Safety and Health Administration (OSHA) 10-Hour Training Certification
- First Aid / CPR Certification

PROFESSIONAL ASSOCIATIONS

- OSHA

PROFESSIONAL TRAINING

- Engineer-In-Training
 - State of Georgia, 2014.
- OSHA 10-Hour Training

OFFICE ADDRESS

- 535 General Courtney Hodges Boulevard, Perry, GA 31069



KEY QUALIFICATIONS

Mr. David Pollard serves as the Director of the Bid Department for USG Water Solutions. He is responsible for managing a team of engineers, estimators, and bid coordinators to effectively develop and submit bids—while also managing municipal and government construction contracts throughout the continental United States. Mr. Pollard specializes in supporting municipal and industrial water distribution system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing our specialized services in a method that will produce the high-quality results expected from our valued clients. Mr. Pollard's extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Bid Department

2024–Present

- Personnel Management, Contract Management, and Project Management
- Project Financial Metrics Oversight and Evaluation

Project Engineer

2018–2024

- Personnel Management, Contract Management, and Project Management
- Project Financial Metrics Oversight and Evaluation

WOOD GROUP

Project Manager

2013–2018

- Personnel Management, Contract Management, and Project Management
- Project Financial Metrics Oversight, Evaluation, and Quality Assurance
- Project Coordination, Cost Estimating, and Proposal Development

ATC ASSOCIATES

Staff Engineer

2008–2013

- Engineering Field Evaluations
- Construction Quality Assurance Inspection and Material Testing

NOVA ENGINEERING & ENVIRONMENTAL

Engineering Technician

2007–2008

- Construction Quality Assurance Inspection and Material Testing

PIEDMONT SERVICES

Foreman

1987–2007

- Construction Management, Project Coordination, and Project Takeoffs

PROJECT EXPERIENCE

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Mercedes Benz Stadium, Atlanta, GA – \$1.5B
- Plant Vogtle Nuclear Reactor Units 3 & 4, Waynesboro, GA – \$15B
- Atlanta Airport Maynard H. Jackson International Terminal, Atlanta, GA – \$1.7B

ROBERT WEAVER

DIRECTOR OF ENVIROMENTAL HEALTH & SAFTEY (EH&S)

YEARS OF EXPERIENCE

- 15 Years Total
- 15 Years in the Water and Wastewater and Asset Maintenance Industry

EDUCATION

- B.S., Engineering, Southern Polytechnic University.

AREAS OF SPECIALIZATION

- Safety Practices
- Qualifying Party for Holding General Contractor's License for 15 States
- Lead Removal Competency License

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coating Inspector (#17372)
- Society for Protective Coatings (SSPC) C-3 & C-5 Supervisor/Competent Person for Deleading of Industrial Structures (#99461)

PROFESSIONAL ASSOCIATIONS

- NACE
- SSPC

OFFICE ADDRESS

- 535 General Courtney Hodges Blvd, Perry, GA 31069



USG WATER
— SOLUTIONS —

KEY QUALIFICATIONS

Mr. Robert Weaver serves as the Director of Enviromental Health & Safety (EH&S) for USG Water Solutions. He is primarily responsible for all aspects and standard practices regarding EH&S. Mr. Weaver specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Enviromental Health & Safety **2014–Present**

- Responsible for all aspects and standard practices regarding EH&S
- Implements safety practices and procedures across the entire company

Director of Operations (South Region) **2012–2014**

- Responsible for the performance of the South Region Service Centers
- Managed South Region operations to provide quality water storage tank services
- Provided coaching/assistance to optimize operation efficiency/quality of service delivery
- Ensured South Region Service Centers administer yearly safety training and follow the
- proper safety protocols throughout all work states and processes
- Introduced and sustained operational efficiencies while managing operational costs
- Worked closely with many clients to verify that all project needs are met as a foundation for business growth

Engineering Technical Manager & Safety Director **1998–2012**

- Managed all maintenance programs—over 6,000 included analyzing annual inspection reports, quality, and safety for all of the paint renovations

PROJECT EXPERIENCE

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- City of Atlanta, GA | Eight (8) Tank Renovation Package
- City of Raleigh, NC | Twenty-Two (22) Tanks on Maintenance Program

KARL NELSON

DIRECTOR OF QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

YEARS OF EXPERIENCE

- 25 Years Total
- 25 Years in Manufacturing
- 25 Years in Asset Maintenance

EDUCATION

- B.S., Business Administration, Mississippi College, 1990.

AREAS OF SPECIALIZATION

- Profit and Loss (P&L)
- Budget Management
- Project Management
- Safety
- Environmental Compliance
- Process Safety Management
- Reliability
- Continuous Improvement
- Planning
- Scheduling
- Customer Service
- Human Resources
- Purchasing
- Inventory Control
- Logistics
- Maintenance
- Quality Assurance
- Optimization
- Yield Improvement

PROFESSIONAL ASSOCIATIONS

- Member of the American Society for Quality (Audit Group Focus)

OFFICE ADDRESS

- 535 General Courtney Hodges Boulevard, Perry, GA 31069



KEY QUALIFICATIONS

Mr. Karl Nelson serves as a Director of Operations for USG Water Solutions. He is also responsible for the performance of the South Region Service Centers. Mr. Nelson specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Quality Assurance/ Quality Control (QA/QC) 2014–Present

- Effectively manages USG operations to provide quality water distribution system services
- Responsible for the performance of multiple USG service centers
- Provides coaching/assistance to optimize operational efficiency/quality of service delivery
- Ensures service centers administer yearly safety training and follow the proper safety protocols throughout all work stages and processes
- Introduces and sustains operational efficiencies while managing operational costs
- Technically competent to effectively deliver new products and services

Service Center Manager (Perry, GA)

- Provided day-to-day leadership to improve safety, quality, cost, efficiency, and service excellence
- Managed the execution phase of bid projects with clients and third-party engineering firms

FAIRMOUNT MINERALS – ALPHA RESINS, LLC

Plant Manager

- Roles/Responsibilities... Provided day-to-day leadership to improve safety, quality, reliability, and manufacturing excellence
- Lead the \$22M project to design and construct a new plant inside the existing facility
- Developed a quality management system that was based on an International Standards Organization (ISO) systems structure

PROJECT EXPERIENCE

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Clayton County | City of Morrow, GA: Project Manager
- Prince William County | CDP of Woodbridge, VA: Project Manager
- Town of Mount Jackson, VA: Project Manager

ERIC MERITHEW, PhD

SERVICE CENTER MANAGER (BRIDGEWATER, MA)

YEARS OF EXPERIENCE

- 10+ Years

EDUCATION

- PhD, Biochemistry, University of Massachusetts, 2004.
- B.S., Biochemistry, Worcester Polytechnic Institute, 1997.

AREAS OF SPECIALIZATION

- Asset & Project Management
- Maintenance Management
- Water Distribution Systems
- Water Treatment Systems
- Water Quality Compliance
- Network Asset Management

PROFESSIONAL CERTIFICATIONS

- Association for Materials Protection and Performance (AMPP)
- National Association of Corrosion Engineers (NACE) Level II (2) Certified Coatings Inspector (#8874)
- Society for Protective Coatings (SSPC) C-3 Competent Lead Removal Supervisor
- SSPC C-5 Trained Supervisor/Competent Person for the De-Leading of Industrial Structures

PROFESSIONAL ASSOCIATIONS

- AMPP, NACE, and SSPC
- Occupational Safety and Health Administration (OSHA)

PROFESSIONAL TRAINING

- OSHA Compliance and OSHA General Industry Training (30-Hour Program)

OFFICE ADDRESS

- 128 Elm Street, Bridgewater, MA 02324



USG WATER
— SOLUTIONS —

KEY QUALIFICATIONS

Mr. Eric Merithew serves as a Service Center Manager (Bridgewater, MA) for USG Water Solutions. He manages all operations out of the Massachusetts service center and is responsible for the successful scheduling, procurement, and crew coordination for all water storage tank and tank-related water quality projects. He is the principal-in-charge for all projects involving water quality services in the northern region of the United States—including water storage tanks, active mixing systems, water quality, and pipeline distribution systems. Mr. Merithew specializes in supporting municipal and industrial water distribution system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing the specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Service Manager (Bridgewater, MA)

2009–Present

- Manages all operations and crews out of the Massachusetts service center
- Manage all on-site employees, office and field personnel, and contracting crews out of the Ohio service center
- Manage execution of sales and service objectives and handle special orders, delivery services, and inventory tracking
- Interact extensively with clients to answer questions and recommend products based on their water storage asset and system characteristics and objectives
- Primary responsibilities include planning and coordination of all water storage tank asset maintenance contracts in the northern region of the United States
- Responsible for crew coordination and delivery for all water distribution system services—including tank mixing and active mixing system solutions, valve and hydrant maintenance, pipeline rehabilitation and specialty services
- Responsible for the initial evaluations of existing water tanks and structures to determine general conditions of coatings and structure
- Assist clients with scheduling maintenance work in accordance with their system needs and operability
- Establishment of any rehabilitative methodology scheduling, project costing, and specification writing to ensure current applicable AWWA, SSPC, NACE, and all state requirements are fulfilled
- Complete extensive specialized training in multiple areas

PROJECT EXPERIENCE

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Aquarion Water Company (City of Bridgeport, CT)
- City of Tiffin, OH
- Village of Ottawa, OH
- City of Wilmington, DE

JASON G. SAYLOR, P.E.

DIRECTOR OF ENGINEERING

YEARS OF EXPERIENCE

- 26 Years in Water, Wastewater and Asset Maintenance

EDUCATION

- B.S., Civil Engineering, Pennsylvania State University (Penn State), 1995.

AREAS OF SPECIALIZATION

- Asset Management/Maintenance
- Infrastructure Improvement
- Construction Engineering
- Demolition/Field Engineering
- Building/Facility Engineering
- Quality Assurance/Quality Control (QA/QC)
- Budgeting & Cost Controls
- Contract Development
- Bidding/Contract Management
- Environmental Permitting
- Personnel Supervision

PROFESSIONAL CERTIFICATIONS

- Construction Specifications Institute (CSI) Construction Document Technologist
- Occupational Safety and Health Association (OSHA) Construction Safety and Health Compliance
- Confined Space Awareness
- Hazardous Communications
- First Aid | CPR

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Georgia Association of Water Professionals (GAWP)
- American Society of Civil Engineers (ASCE)
- Water Environment Federation (WEF)

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309



USG WATER
— SOLUTIONS —

KEY QUALIFICATIONS

Mr. Jason Saylor, P.E., serves as the Director of Engineering for USG Water Solutions. He is responsible for leading and directing the engineering team in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing engineering support services that produce the high-quality results expected from our many valued clients. Mr. Saylor and the engineering team provide full support of asset management and maintenance programs through:

- Assisting clients with completion of required documents to gain local, state, and federal approvals of projects.
- Developing technical and operational improvements to enhance delivery of services.
- Preparation and review of project designs, specifications, installation details, engineering reports, and condition assessment reports.
- Review and support of both operational and project delivery plans
- Coordinating the engineering department with the Lines of Business (LOBs), Product Managers, and Regional Management Teams to develop project plans.
- Coordinating the procurement, design, and improvement of our specialized equipment with the LOB Leaders and the Director of Operations (DOS).
- Assisting the LOB Leaders and Sales Teams to negotiate the project scope, specifications, and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings, and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Engineering

2013–Present

- Direct oversight and leadership of engineering team
- Technical support for asset management/maintenance projects
- Corporate engineering engagement in LOB development, project delivery, QA/QC, capital improvements, and operational planning.

PROJECT EXPERIENCE

Mr. Jason Saylor, P.E., has direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries. He and his engineering team provide related engineering services for all aspects of the asset management program, including—but not limited to:

- Condition Assessments
- Evaluation of Asset Performance
- Development of Asset Maintenance and Repair Plans
- QA/QC of Asset Maintenance/Management Project Scopes

BENJAMIN J. LAW

6579 Hodge Road
Lowville, NY 13367
Phone: 315-348-5380

RESUME

4/02/14

Education:

South Lewis Central School, Turin, NY

College Entrance curriculum

1 1/2 years of college at SUNY Potsdam and Mohawk Valley Community College, Utica, NY

Work Experience:

2013 to Present - With brother Pierce, sold the assets of Rockwood Corporation to Utility Service Group and agreed to run, as Assistant Manager, the New York Service Center for USG. Responsibilities include the complete production management of the full line of USG offerings.

January 2002 to 2013 - 50% owner of Rockwood Corporation

January 2002 - Sold Millstone Corporation and organized Rockwood Corporation specializing in painting, modification and repair of steel water storage tanks

August 1995 to January 2002 - organized Millstone Company, incorporated in June 1996, to do maintenance and repair of steel tanks and bridges. Was President, Treasurer and sole stockholder.

1989 to August 1995 - Rigger, sandblaster, steel painter, welder, laborer, truck mechanic, carpenter, and scaffold builder for various construction employers. Considerable experience with building and using Class A containment for lead paint removal.

Certifications:

American Society of Mechanical Engineers (ASME) Certified Welder

American Welding Society (AWS) Certified Welder

Class A Commercial Driver's License

Other Activities:

Winter of 2001 and 2002 – Professional Snowmobile Racer – Overall Pro Champion on the Big East Snowcross Tour

Winter of 2003 – Competitor in ESPN Winter “X Games” at Aspen, CO in the Hill Cross event
Considerable experience in testing, tuning and set up of racing snowmobiles

Now retired from racing to focus on business.

References:

Upon request

Please find attached the Table of Contents for Utility Service Co., Inc.'s Safety and Health Program. The full book is available upon request, as it is over 300 pages.

USG Water Solutions Safety and Health Program 2025

Utility Service Company

Maxcor

JPI

ODLE PAINTING

USG West

USG WATER SOLUTIONS

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USG Water SOLUTIONS

Accident Prevention Program Management Policy Statement

The management of USG Water SOLUTIONS (USG) or (USG) is committed to providing a safe and healthful work environment for all our employees and others that may work, visit, or enter our facilities.

It is our policy to manage and conduct business operations in a manner that offers maximum protection to each and every employee and any other person that may be affected by our business operations.

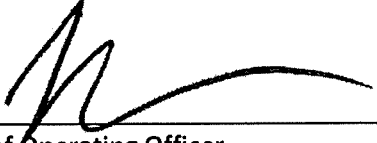
The company, its management and all its employees will make every effort to provide a working environment that is free from any recognized and have all the prevention measures in place for potential hazards.

We recognize that the success of a safety and health program is contingent and dependent upon support and involvement from management and all employees of the company.

The management of this company is committed to allocating and providing the resources needed to promote and effectively implement this Accident Prevention Plan.

(USG) management and supervisors will set an example of commitment to safety and health at this company.

This policy applies to all employees and persons affected or associated in any way by the scope of this business.



Chief Operating Officer

April 3, 2025

Date

Utility Service Co., Inc.
535 General Courtney Hodges Boulevard · P O Box 1350 · Perry, GA 31069
Local: 478.987.0303 | Toll-Free: 855.526.4413 | Fax: 478.987.2991

USCI Surface Preparation and Coating Application Quality Control and Quality Assurance Program

1.0 Objective.

- 1.1 The objective of the USCI Quality Control and Quality Assurance Program is to establish procedures by which surface preparation activities are conducted and documented in accordance with standard operating procedures.

2.0 Policy.

- 2.1 It is the policy of USCI to conduct surface preparation and recoating activities in accordance with this Program, project specifications, product manufacturer's written recommendations and standard industry practices. Quality Control responsibility is assigned to a qualified person on each project. Quality Assurance is the responsibility of the Corporate Quality Control and Quality Assurance Program Manager.

3.0 Assignment of Responsibility.

- 3.1 It is the responsibility of USCI to assign a qualified person(s) to conduct the activities described in this Program, to maintain records sufficient to reconstruct daily project activities at a future time.
- 3.2 Corporate Quality Control and Quality Assurance Program Manager (CQC)
 - 3.2.1 It is the responsibility of the CQC to implement this program by:
 - 3.2.1.1 Performing routine and periodic quality assurance checks of work operations;
 - 3.2.1.2 Enforcing USCI policy and procedures;
 - 3.2.1.3 Correcting any unapproved or unsafe practices or conditions immediately;
 - 3.2.1.4 Maintaining records of project quality control and Corporate quality assurance records.
- 3.3 Qualified Control Person(s) (QCP)
 - 3.3.1 It is the responsibility of the QCP to conduct surface preparation and recoating quality control activities on a daily basis;
 - 3.3.2 Making use of the Daily Inspection Report form on a daily basis;
 - 3.3.3 Maintaining all Daily Inspection Reports in a safe place; and
 - 3.3.4 Providing copies of all Daily Inspection Reports to the CQC.

4.0 Quality Control.

- 4.1 Quality Control activities are conducted by the QCP on a daily basis.
- 4.2 Daily Inspection Reports are used to document quality control.
 - 4.2.1 A Daily Inspection Report is generated for all workdays;
 - 4.2.2 All calendar days during which no work is performed are noted on the subsequent Daily Inspection Report in the Comments section;
 - 4.2.3 All partial work days are documented on the Daily Inspection Report;
 - 4.2.4 All weather-related slow-downs and/or stoppage, for full or partial days, is noted on the Daily Inspection Report in the Comments section.
- 4.3 A Daily Inspection Report (DIR) is a one-page form divided into six sections. Sections consist of items to be described, checked, noted and/or otherwise considered.
 - 4.3.1 Section one is for general information:
 - 4.3.1.1 Date;
 - 4.3.1.2 Report and Project Number;
 - 4.3.1.3 Page Number (Page X of Total Xs);
 - 4.3.1.4 Project;
 - 4.3.1.5 Location;
 - 4.3.1.6 Crew size;
 - 4.3.1.7 Inspector;
 - 4.3.1.8 Other Inspections By;
 - 4.3.1.9 Specification Number;
 - 4.3.2 Section two is the Description Of Items And/Or Areas Of Work.
 - 4.3.3 Section three is the Description Of Work Performed / Remarks.
 - 4.3.4 Section four is Environmental Conditions:

- 4.3.4.1 Time: vertical boxes to check at approximately 7am, 10am, 1pm, 4pm;
- 4.3.4.2 Air Temp °F;
- 4.3.4.3 Relative Humidity;
- 4.3.4.4 Wet Bulb Temperature °F;
- 4.3.4.5 Dew Point °F;
- 4.3.4.6 Surface Temp °F;
- 4.3.4.7 Wind Direction;
- 4.3.4.8 Wind Speed (mph);
- 4.3.5 Section five is Surface Preparation:
 - 4.3.5.1 Solvent Clean;
 - 4.3.5.2 Hand Tool;
 - 4.3.5.3 Power Tool;
 - 4.3.5.4 HP Water Wash;
 - 4.3.5.5 Surface Prep Approved (Y/N);
 - 4.3.5.6 Abrasive Blast;
 - 4.3.5.7 Abrasive Type;
 - 4.3.5.8 Blasted Area Approved (Y/N);
 - 4.3.5.9 Abrasive Size;
 - 4.3.5.10 Clean/Dry Abrasive (Y/N);
 - 4.3.5.11 SP-5 White Metal;
 - 4.3.5.12 SP-10 Near White;
 - 4.3.5.13 SP-6 Commercial;
 - 4.3.5.14 SP-7 Brush-Off;
 - 4.3.5.15 Compressed Air Cleanliness;
 - 4.3.5.16 Surface Profile (Avg);

4.3.5.17 Box in which to adhere Press-O-Film.

4.3.6 Section six is Coating Application and consists of items to check as appropriate:

4.3.6.1 Mixed Coating Applied To;

4.3.6.2 Prime / 1st Coat;

4.3.6.2.1 Approved (Y/N);

4.3.6.2.2 DFT Range (mils);

4.3.6.2.3 DFT Average;

4.3.6.3 Intermediate / 2nd Coat.

4.3.6.3.1 Approved (Y/N);

4.3.6.3.2 DFT Range (mils);

4.3.6.3.3 DFT Average;

4.3.6.4 Finish / 3rd Coat.

4.3.6.4.1 Approved (Y/N);

4.3.6.4.2 DFT Range (mils);

4.3.6.4.3 DFT Average;

4.3.6.5 Clear / 4th Coat.

4.3.6.5.1 Approved (Y/N);

4.3.6.5.2 DFT Range (mils);

4.3.6.5.3 DFT Average;

4.3.6.6 Manufacturer;

4.3.6.7 Product;

4.3.6.8 Other;

4.3.6.9 Multiple Components;

4.3.6.10 Mix Ratio;

4.3.6.11 Single Component;

- 4.3.6.12 Batch Numbers;
- 4.3.6.13 Quantity Mixed;
- 4.3.6.14 Thinner Used;
- 4.3.6.15 Amount / Ratio;
- 4.3.6.16 Induction / Sweat-in Time (Y/N);
 - 4.3.6.16.1 #1 Mix;
 - 4.3.6.16.2 #2 Mix;
 - 4.3.6.16.3 #3 Mix;
- 4.3.6.17 Thinner Batch Number.
- 4.3.6.18 Time Mixed.
 - 4.3.6.18.1 #1 Mix;
 - 4.3.6.18.2 #2 Mix;
 - 4.3.6.18.3 #3 Mix;
- 4.3.6.19 Application Method.
 - 4.3.6.19.1 Brush;
 - 4.3.6.19.2 Roll;
 - 4.3.6.19.3 Airless;
 - 4.3.6.19.4 Conventional;
 - 4.3.6.19.5 Plural Pump;
- 4.3.6.20 Was Holiday Testing Administered and Approved.
- 4.3.6.21 Was Forced Air Ventilation Used.
- 4.3.6.22 Applicator's Name.
- 4.3.6.23 Comments.

4.4 Testing results are continuously compared to project specifications, product manufacturer's written recommendations and standard industry practices as appropriate.

4.5 All instruments required to complete QC tasks are:

- 4.5.1 Maintained in good working condition;
- 4.5.2 Calibrated in accordance with manufacturer's instructions;
- 4.5.3 Used in accordance with manufacturer's instructions.

5.0 Quality Assurance

5.1 Quality Assurance activities are conducted on a continued basis and apply to all Projects.

5.2 The CQC:

- 5.2.1 Maintains copies of all DIRs from all projects;
- 5.2.2 Randomly reviews DIRs for completeness;
- 5.2.3 Thoroughly reviews all DIRs for projects where a random review indicates incompleteness or potential problems;
- 5.2.4 Randomly visits (or supervises visits by inspection personnel) jobsites and:
 - 5.2.4.1 Reviews DIRs;
 - 5.2.4.2 Reviews procedures with the QCP;
 - 5.2.4.3 Inspects all inspection instruments;
 - 5.2.4.34 Makes immediate recommendations where necessary.
- 5.2.5 Generates and distributes as appropriate a written report with recommendations and corrective actions required.
- 5.2.6 Follows-up on recommendations and corrective actions.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

**Repairs to Angers Avenue, Bernard Street and
Hamburg Street Water Tanks**

SUBMITTED BY: Utility Service Co., Inc.
535 Courtney Hodges Blvd.
Perry, GA 31069
478-987-0303

BID RECIPIENT

This Bid is submitted to:
Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
None	

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BASE BID – Painted Steel Main Ladder Option

Bidder will provide engineering plans, labor, materials, and equipment needed to complete the work in accordance with the approved plans and specifications, and as directed by the Town. The contractor shall provide a bid for the contract pay items below. The base bid item shall consist of providing painted steel main ladder for each water tank.

BASE BID ITEMS

Item 1 – Angers Ave. Water Tank	Lump Sum Cost	<u>\$19,900</u>
Item 2 – Bernard St. Water Tank	Lump Sum Cost	<u>\$19,900</u>
Item 3 – Hamburg St. Water Tank	Lump Sum Cost	<u>\$37,200</u>

TOTAL BASE BID PRICE \$77,000

ALTERNATE 1 BID – Aluminum Main Ladder Option

Bidder will provide engineering plans, labor, materials, and equipment needed to complete the work in accordance with the approved plans and specifications, and as directed by the Town. The contractor shall provide a bid for the contract pay items below. The alternate 1 bid item shall consist of providing aluminum main ladder for each water tank.

ALTERNATE 1 BID ITEMS

Item 1 – Angers Ave. Water Tank	Lump Sum Cost	<u>\$55,800</u>
Item 2 – Bernard St. Water Tank	Lump Sum Cost	<u>\$55,800</u>
Item 3 – Hamburg St. Water Tank	Lump Sum Cost	<u>\$55,800</u>

TOTAL ALTERNATE 1 BID PRICE \$167,400

ALTERNATE 2 BID – Galvanized Steel Main Ladder Option

Bidder will provide engineering plans, labor, materials, and equipment needed to complete the work in accordance with the approved plans and specifications, and as directed by the Town. The contractor shall provide a bid for the contract pay items below. The alternate 2 bid item shall consist of providing galvanized steel main ladder for each water tank.

ALTERNATE 2 BID ITEMS

Item 1 – Angers Ave. Water Tank	Lump Sum Cost	<u>\$41,300</u>
Item 2 – Bernard St. Water Tank	Lump Sum Cost	<u>\$41,300</u>
Item 3 – Hamburg St. Water Tank	Lump Sum Cost	<u>\$41,300</u>

TOTAL ALTERNATE 2 BID PRICE \$123,900

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

The contractor is advised that additional items may be needed and not included with the bid items. The cost of purchasing and installing any additional items is to be included in one of the above bid items, along with the cost of mobilization for a completed stairway rehabilitation system.

The bids shall include the cost of providing design plans and specifications for review and approval by a licensed professional engineer in the State of New York with experience in water tanks design standards.

All work must comply with applicable standards, rules and regulations to include, but not limited

to the following:

- Occupational Safety and Health Administration (OSHA)
- American Water Works Association (AWWA)
- National Association of Corrosion Engineers (NACE)
- Society of Protective Coatings (SSPC)
- National Sanitation Foundation (NSF)

SUBMITTED on 10/1/25 2025.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.



Signature David Pollard, Director of Bid Dept.

Utility Service Co., Inc.

Name of Company or Corporation

535 Courtney Hodges Blvd.

Address

Perry

City

GA

State

31069

Zip

478-987-0303

Phone Number

david.pollard@usgwater.com

Email

I understand if chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: Utility Service Co., Inc.

Signed by: David Pollard Title: Director of Bid Dept.

Signature:  Date: 10/1/25

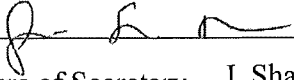
Email: david.pollard@usgwater.com

**RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY
CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND
WAIVER OF IMMUNITY CLAUSE**

Resolved that David Pollard, Director of Bid Dept. be authorized to sign and submit the bid or proposal of this corporation for Utility Service Co., Inc. Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Utility Service Co., Inc. corporation at a meeting of its board of directors held on the 17th day of June, 2024

(SEAL OF THE CORPORATION)



Signature of Secretary J. Shane Albritton, Secretary

**INDIVIDUAL EXECUTION OF NON-COLLUSION
CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE**

I, David Pollard, Director of Bid Dept. hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual David Pollard, Director of Bid Dept. 10/1/25
Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Contractor/Company: Utility Service Co., Inc.

Signed by: David Pollard Title: Director of Bid Dept.

Signature:  Date: 10/1/25

Proposed Project Schedule

Utility Service Co., Inc. will begin work as soon as the owner allows.

BIDS FOR REPAIRS TO ANGERS AVENUE, BERNARD STREET AND HAMBURG STREET WATER TANKS

BID FOR: Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks
DATE OF TB MTG. & RESOLUTION #: 9/10/2025 Res #284.25
DATE BID PACKETS BECOME AVAILABLE: 9/12/2025

DATE PUBLISHED IN NEWSPAPER: 9/12/2025
DATE & TIME BIDS TO BE OPENED: 10/1/2025 @ 11:30am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	9-30-25 12:42am	DM	Brave Industrial Paint LLC projects@bravepainting.com	177 Elmwood Ave Long Beach, NY 07740	Lucy Giaculi	732-483-6403	\$277,200.00	\$89,500.00	Item 1 Angers Ave Water Tank
								\$89,500.00	Item 2 Bernard St Water Tank
								\$98,200.00	Item 3 Hamburg St Water Tank
2	BIDNET	DM/MG	Utility Service Comp Inc david.pollard2USGWATER.COM	535 Generalllll Courtney Hodges Blvd Perry, Ga 31069	David Pollard	478-987-0303	\$77,000.00	\$19,900.00	Item 1 Angers Ave Water Tank
								\$19,900.00	Item 2 Bernard St Water Tank
								\$37,200.00	Item 3 Hamburg St Water Tank
3	BIDNET	DM/MG	TI Sales/Advanced tank Infrastructure Solutions jdemeo@tisales.com	36 Hudson Rd Sudbury, MA 01776	Scott Kelley	508-782-8870	\$139,905.00	\$41,971.50	Item 1 Angers Ave Water Tank
								\$41,971.50	Item 2 Bernard St Water Tank
								\$55,962.00	Item 3 Hamburg St Water Tank

BIDS FOR REPAIRS TO ANGERS AVENUE, BERNARD STREET AND HAMBURG STREET WATER TANKS

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# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
4	9-30-25 12:45pm	DM	Advanced Eq.Inc mcgannondavid@gmail.co m	P.O. Box 302 Southwick, MA 01077	David McGannon	860-627-5406	\$899,131.00	\$300,000.00	Item 1 Angers Ave Water Tank
								\$300,000.00	Item 2 Bernard St Water Tank
								\$299,131.00	Item 3 Hamburg St Water Tank

RESOLUTION NO. 317.25

**TO CALL FOR PUBLIC HEARING AUTHORIZING THE COMPTROLLER TO
APPROPRIATE RESERVE FUNDS**

WHEREAS, the Town of Rotterdam has recently completed the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, a project that was awarded to Carver Construction Inc., with the remaining balance due at this time; **NOW**

NOW THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on Octboer 22, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the authorization of appropriating Reserve Funds for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 22nd day of October 2025 for the following purpose:

For consideration and authorization to appropriate \$176,144.00 from the Repair Reserve within the Water 5 fund for costs associated with Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project in order to avoid a deficit within the Water 5 fund for 2025.

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

DATED: October 8, 2025

Daily Gazette: Please publish once on October 10, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 9/30/2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: To approve the use of repair reserves for water 5 fund related repair.

TOWN BOARD MEETING: Call for Public Hearing on October 8;
To be placed on the Town Board Meeting of October 22, 2025.

Background Information: Multiple watermain breaks have occurred on Curry Road over the past year, leading to the installation of temporary pavement due to the high traffic volume in that section. Carver Construction was awarded the bid in June 2025 to reconstruct the affected area of Curry Road. Following an approved change order in September 2025, the total project cost amounts to \$176,144.00.

Evaluations/Analysis: The cost of the Curry Road reconstruction will put the 2025 contractual appropriations over budget for the Water 5 fund. The Water 5 fund Repair Reserve is currently holding a balance of \$1,622,275.00.

Recommendation: Based on the background information and analysis provided, I recommend that the Town allocate \$176,144.00 from the Water 5 Repair Reserve to cover the costs associated with the Curry Road reconstruction. This approach will prevent the Water 5 fund from exceeding its contractual appropriations for 2025 and ensure the necessary repair work is completed without adversely impacting the fund's financial stability.

Attachment/Document(s): Approved Board Resolutions and related contracts

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, June 11, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 221.25

**TO ACCEPT AND AWARD BID FOR CURRY ROAD (ROUTE 7)
RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET**

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (<https://bidnetdirect.com/townofrotterdam>). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

**CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT
AVENUE AND DEFOREST STREET**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, for the Town of Rotterdam, to Carver Construction Inc., located at 26 Corporate Circle, Albany, New York 12203, at the mutual consent of both the Town and Carver Construction Inc., with a bid amount not to exceed, one hundred seventy-three thousand one hundred seventy-four and 00/100 (\$173,174.00) dollars.

SECTION 2. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with the said bidder in accordance with the terms of the bid proposal as submitted. Summary of bid prices is on file in the Town Clerk's office.

SECTION 3. This resolution shall become effective June 11, 2025.

DATED: June 11, 2025

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag (Absent)			
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on June 11, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 16, 2025.



Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 3, 2025
TO: Supervisor Collins and Town Board
FROM: Fred Mastroianni, P.E. Town Consultant Engineer
TITLE OF REQUEST: Curry Road Reconstruction Bids
TOWN BOARD MEETING: June 11, 2025

Background Information:

A watermain break occurred on Curry Road, between Altamont Avenue and Deforest Street and temporary pavement was installed to allow traffic flow in this area. Design plans and specifications were prepared to reconstruct this section of road. roadway section. A total of three (3) bids were received.

Evaluation/Analysis:

An evaluation was conducted to determine which company is the lowest responsible bidder. The bids and amounts are as follows:

- Carver Construction, Inc. - \$173,174.00
- Peter Luizzi & Bros Contracting, Inc. - \$215,135.00
- James Maloy Inc. - \$394,000.00

The bids were evaluated, and Carver Construction, Inc. was determined to be the lowest responsible bidder.

Recommendation(s):

I recommend that the Town award the project to Carver Construction, Inc. for the total unit bid price of \$173,174.00. The final cost will be based upon the actual quantities of materials installed and may differ from the above total unit bid price.

Attachment/Document(s):

Attached are each company's bid and summary of bids.

Compliance with Purchasing Policy:

Yes

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CARVER CONSTRUCTION, INC.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal:

Curry Road Reconstruction, between Altamont Avenue and Deforest Street

SUBMITTED BY: Carver Construction, Inc.
26 Corporate Circle, Albany, NY 12203

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Town of Rotterdam
Attn: Diane Marco, Town Clerk
1100 Sunrise Boulevard
Rotterdam, NY 12306
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Town in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

1

Addendum Date

05/30/2025

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Designer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Town, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Town of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Town, a purpose of which is to establish bid prices at artificial, non-competitive levels;
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will provide all labor, materials, and equipment needed to complete the work in accordance with the plans and specifications and as directed by NYSDOT and the Town. The contractor shall provide a bid for the following are contract pay items based upon the estimated quantities.

CONTRACT BID ITEMS

Item No.	Description	Est. Quantity	Unit Cost	Subtotal
203.02	Unclassified Excav. & Disposal	350 CY	<u>62.⁰⁰</u>	<u>21,700.⁰⁰</u>
209.1703	Drainage Struct. Inlet Protection, Prefab.-Temp.	32 LF	<u>48.⁰⁰</u>	<u>1,536.⁰⁰</u>
304.12	Subbase Course, Type 2	180 CY	<u>124.⁰⁰</u>	<u>22,320.⁰⁰</u>
404.1282	12.5 F2 Top Course Asph.,80 Series Comp.	41 TONS	<u>217.⁰⁰</u>	<u>8,897.⁰⁰</u>
404.1989	19 F9 Binder Course Asph.,80 Series Comp.	54 TONS	<u>219.⁰⁰</u>	<u>11,826.⁰⁰</u>
404.3789	37.5 F9 Base Course Asph.,80 Series Comp.	144 TONS	<u>164.⁰⁰</u>	<u>23,616.⁰⁰</u>
407.0103	Straight Tack Coat	45 GALLONS	<u>2.⁰⁰</u>	<u>90.⁰⁰</u>
418.7603	Asph. Pavement Joint Adhesive	375 LF	<u>8.⁰⁰</u>	<u>3,000.⁰⁰</u>
608.020102	Asph. Driveways & Bicycle Paths	91 TONS	<u>169.⁰⁰</u>	<u>15,379.⁰⁰</u>
609.04010510	C.I.P. Conc. Curb Type VF6	20 LF	<u>225.⁰⁰</u>	<u>4,500.⁰⁰</u>
610.1402	Topsoil - Roadside	2 CY	<u>125.⁰⁰</u>	<u>250.⁰⁰</u>
610.1601	Turf Establishment Roadside	18 SY	<u>29.⁰⁰</u>	<u>522.⁰⁰</u>
619.04	Type III Construction Barricade	30 EA	<u>338.⁰⁰</u>	<u>10,140.⁰⁰</u>
619.161401	Modify Exist. Traffic Signal Equipment	1EA	<u>0.⁰⁰</u>	<u>0.⁰⁰</u>
619.24	Nighttime Operations	LS	<u>38,128.⁰⁰</u>	<u>38,128.⁰⁰</u>
627.50140008	Cutting Pavement	260 LF	<u>2.⁰⁰</u>	<u>520.⁰⁰</u>
685.1102	White Epoxy Refl. Pav't. Stripes-20 mil	30 LF	<u>25.⁰⁰</u>	<u>750.⁰⁰</u>
685.1202	Yellow Epoxy Refl. Pav't. Stripes-20 mil	160 LF	<u>25.⁰⁰</u>	<u>4,000.⁰⁰</u>
699.040001	Mobilization (4%) Max. of above items	LS	<u>6,000.⁰⁰</u>	<u>6,000.⁰⁰</u>

TOTAL CONTRACT BID PRICE \$ 173,174.⁰⁰

One hundred seventy-three thousand, one hundred
seventy-four dollars

If the subtotal cost of items does not equal the total contract bid price, the total contract bid price will be determined as the final bid price and the Town will adjust pricing of items for payment purposes.

SUBMITTED on June 2 2025.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

N. Long

Signature

Carver Construction, Inc.

Name of Company or Corporation

26 Corporate Circle

Address

Albany
City

NY
State

12203
Zip

(518) 355-6034

Phone Number

estimating@carvercompanies.com

Email

I understand if chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

ARTICLE 6 - CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder as determined by the Town. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

ARTICLE 7: NEW YORK STATE DEPARTMENT OF LABOR CONTRACTOR REGISTRATION REQUIREMENT

Effective on December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public works projects or private projects covered by Article 8 of the Labor Law are required to register with the NYS Department of Labor (NYSDOL) under Labor Law Section 220-i. Specifically, contractors must register with the Department of Labor's Bureau of Public Work and Prevailing Wage Enforcement prior to bidding on public work projects or commencing work on public work projects or covered private projects that are subject to prevailing wage. The state purpose is to ensure that such contractors and subcontractors do not have previous labor law violations and that they will abide by the State's labor laws and regulations, including the prevailing wage requirements. These registration requirements go into effect on December 30, 2024. Consequently, after that date, local governments cannot award a contract for public work to a contractor unless they are registered with the State. The NYS Department of Labor has published FAQs regarding this new requirement. For additional information, please visit the NYSDOT website or contact the Department directly by calling 518-457-5589 or by emailing labor.sm.pwask@labor.ny.gov.

Proof that all contractors and subcontractors must be provided to the Town prior to the award of this contract.

18. Bid Security:

- a. Bid must be accompanied by Bid security made payable to Town in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- b. The Bid security of the apparent Successful Bidder will be retained until Town awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, the Town may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Town's exclusive remedy if Bidder defaults.
- c. The Bid security of other Bidders that Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- d. Bid security of other Bidders that Town believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

19. Bid Bond:

Any singular reference to Bidder, Surety, Town, or other party shall be considered plural where applicable.

BIDDER (*Name and Address*): Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12203

SURETY (*Name, and Address of Principal Place of Business*): Berkley Insurance Company
412 Mt. Kemble Ave, Suite 310 N
Morristown, NJ 07960

TOWN (*Name and Address*):
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: June 2nd, 2025

Description (*Project Name*): Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street

BOND

Bond Number: N/A

Date: May 29th, 2025

Penal sum Five Percent of Bid ~~5~~ 5% of Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Carver Construction, Inc.

Bidder's Name and Corporate Seal

By: N L
Signature

Print Name Nick Laranay

Title Executive Director

Attest:

Gabe Hanoufa
Signature
Title Estimator

SURETY

Berkley Insurance Company

Surety's Name and Corporate Seal

By: M V
Signature (Attach Power of Attorney)

Print Name Jaclyn M. Kelly

Title Attorney-In-Fact

Attest:

Alissa M. Cottrell
Signature
Title Bond Representative

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

- a. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Town upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Town's sole and exclusive remedy upon default of Bidder.
- b. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- c. This obligation shall be null and void if:
 - c.1 Town accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Town) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - c.2 All Bids are rejected by Town, or
 - c.3 Town fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- d. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Town, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- e. Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by Town and Bidder, provided that the

- total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- f. No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
 - g. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
 - h. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
 - i. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
 - j. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
 - k. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____, _____ before me personally appeared

known to me to be a member of the firm of _____ described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Albany] ss:
On this 2nd day of June, 2025 before me personally appeared

Nick Laraway
to me known, who being by me duly sworn, did depose and say: that _____ he resides at Schenectady, New York; that he is Executive Director of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Melissa K. Vivenzio
MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York
County of Schenectady] ss:
On this 29th day of May, 2025 before me personally appeared

Jaclyn M. Kelly
to me known, who being by me duly sworn, did depose and say: that she resides in the City of Scotia, New York; that she is the Attorney-In-Fact of the above signed surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

LAURIE W. GIBSON
Notary Public-State of New York
No. 4945994
Qualified in Saratoga County
Commission Expires January 27, 2027

Laurie W. Gibson

Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Deborah L. Kruman; Jeanne M. Maloy; Jaclyn M. Kelly; Kara M. Epperson; Matthew Cronin; or Noelle S. Burkins of Marshall & Sterling Upstate, Inc. of Scotia, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of January, 2024.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 29th day of May, 2025.

Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2024 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 17,442,154
Common & Preferred Stocks	6,072,102
Cash & Short Term Investments	1,285,112
Premiums Receivable	2,832,359
Other Assets	<u>4,382,011</u>
<u>Total Admitted Assets</u>	<u>\$ 32,013,737</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 16,228,078
Unearned Premium Reserves	5,059,433
Other Liabilities	<u>1,304,351</u>
<u>Total Liabilities</u>	<u>\$ 22,591,863</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	3,014,269
Unassigned Surplus	<u>6,364,595</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 9,421,874</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 32,013,737</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

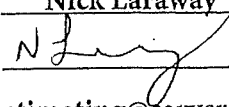
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

NON-COLLUSION BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certifying, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).
- D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: Carver Construction, Inc.

Signed by: Nick Laraway Title: Executive Director

Signature:  Date: 06/02/2025

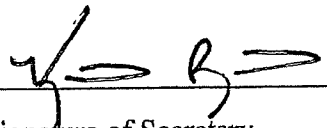
Email: estimating@carvercompanies.com

**RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY
CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND
WAIVER OF IMMUNITY CLAUSE**

Resolved that Nick Laraway be authorized to sign and submit the bid or proposal of this corporation for Curry Road Reconstruction Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Carver Construction, Inc. corporation at a meeting of its board of directors held on the 15th day of April, 2025.

(SEAL OF THE CORPORATION)



Signature of Secretary

**INDIVIDUAL EXECUTION OF NON-COLLUSION
CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE**

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Contractor/Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.

(NAME OF CORPORATION)

"Resolved that Nick Laraway, Executive Director
(Person Authorized to Sign) (Title)

of Carver Construction, Inc. authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

Town of Rotterdam - Curry Road Reconstruction

and to include in such bid the certificate as to non collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Carver Construction, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 15th day of April, 2025

By

Kenneth Barth

Title Kenneth Barth / Corp. Secretary

26 Corporate Circle, Albany, NY 12203
Incorporated in the State of New York

(SEAL)

The above form must be completed if the Bidder is a corporation

WE ARE YOUR DOL



Department
of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Carver Construction Inc.

DBA: Carver Construction

2170 River Rd

Coeymans, New York 12045

Phone Number: 5183556034

Registration Number: 24-634S9-CR

Date of Issue: 2024-12-02

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner
New York State Department of
Labor



June 11, 2025
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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carver Construction, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 26 Corporate Circle	Requester's name and address (optional)
6 City, state, and ZIP code Albany, NY 12203	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
1	4	-	1	7	1	6	4	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Melissa K. Vivenzio</i>	Date <i>03/10/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000043756

Vendor Name: Carver Construction

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner Coeymans Landing Riverfront Park/ Town of Coeymans				Award Date 4/19/2022	Amount \$1,346,645.00	Date Completed 9/30/2023
	Contact Person George McHugh		Telephone No. (518) 756-6006	Designer Architect and /or Design Engineer MJ Engineering and Land Surveying, P.C.			
	Contract No. 1079.007	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
2.	Agency/Owner Yates Village II LLC/Pennrose, LLC				Award Date 11/5/2021	Amount \$6,806,790.97	Date Completed 3/31/2024
	Contact Person Adam Kinkel		Telephone No. (203) 515-609#	Designer Architect and /or Design Engineer Wallace Roberts & Todd, LLC			
	Contract No. J6205132	Prime or Sub Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
3.	Agency/Owner City of Saratoga Springs				Award Date 9/7/2021	Amount \$3,113,589.24	Date Completed 11/30/2023
	Contact Person John Campbell		Telephone No. (518) 605-3224	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 2021-16	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
4.	Agency/Owner NYS Rt 43 Water Improvements/ Town of North Greenbush				Award Date 3/19/2021	Amount \$3,729,281.29	Date Completed 12/20/23
	Contact Person Edwin Droz		Telephone No. (518) 458-7112	Designer Architect and /or Design Engineer Laberge Group			
	Contract No. 2016036	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
5.	Agency/Owner Raw Water Transmission Upgrades-Phase 1 / MVWA				Award Date 3/23/2022	Amount \$5,383,319.80	Date Completed 9/20/2024
	Contact Person Jason Pledger		Telephone No. (315) 956-6604	Designer Architect and /or Design Engineer Ramboll Americas Engineering Solutions, Inc.			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable

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October 8, 2025
Page 223

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID: 1000043756

Vendor Name: Carver Construction

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Columbia Street / City of Cohoes - Dept. Of Public Works			Award Date 10/1/2021	Amount \$4,829,867.21	Date Completed 12/06/23
	Contact Person Emily Carlson	Telephone No. (518) 250-7303	Designer Architect and /or Design Engineer Arcadis			
	Contract No. 30056290	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Scotia Glenville MHBH Trail / Town of Glenville			Award Date 8/10/2023	Amount \$802,133.09	Date Completed 5/31/2024
	Contact Person Anthony Christian	Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. n/a	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner City of Schenectady/Jerry Burrell Park			Award Date 12/12/2022	Amount \$1,322,888.71	Date Completed 7/19/2024
	Contact Person Christopher Wallin	Telephone No. (518) 382-5082	Designer Architect and /or Design Engineer City of Schenectady Dept of Engineering			
	Contract No. 2022-264	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Clinton North & Barrett Street / Metroplex Development Corp.			Award Date 3/1/2023	Amount \$1,286,649.65	Date Completed 9/25/2024
	Contact Person Christopher Dooley or Traci Sousa	Telephone No. (518) 371-0799	Designer Architect and /or Design Engineer M.J. Engineering and Land Surveying, P.C.			
	Contract No. 617.49	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Gateway Mobility Hub for CDTA			Award Date 9/6/2022	Amount \$3,328,997.52	Date Completed 04/19/2024
	Contact Person Curtis Taylor	Telephone No. (518) 892-7726	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner CDTA 2024 Bus Station Infrastructure Improvements			Award Date 4/24/2024		Completion Date 5/31/2025	
	Contact Person Kevin McAlonen		Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$2,973,145.00	Amount Sublet to others \$1,376,488.00	Uncompleted Amount \$1,088,408.68		
2.	Agency/Owner Mountain View Meadows / C&M Holdings			Award Date 7/23/2024		Completion Date 5/31/2025	
	Contact Person Michael Robertson		Telephone No. (518) 899-5243	Designer Architect and /or Design Engineer Lansing Engineering			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$5,669,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$4,735,256.00		
3.	Agency/Owner Frankfort Water System Improvements			Award Date 11/17/2024		Completion Date 6/30/2025	
	Contact Person Roy Richardson		Telephone No. (315) 457-520	Designer Architect and /or Design Engineer Barton & Logudice			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$6,613,145.00	Amount Sublet to others \$801,182.95	Uncompleted Amount \$1,034,703.01		
4.	Agency/Owner MVWA Raw Water Transmission Phase 2			Award Date 4/12/2019		Completion Date 12/31/2025	
	Contact Person Dan Faldzinski / MVWA		Telephone No. (315) 792-0301	Designer Architect and /or Design Engineer Environmental Design & Research			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount \$9,434,145.00	Amount Sublet to others \$700,000.00	Uncompleted Amount \$9,434,145.00		

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Replacement of CR 41 (Echer Hollow Road) Culvert			Award Date 10/15/2024		Completion Date 7/31/2025	
	Contact Person Chuck Stanton		Telephone No. (315) 455-2000	Designer Architect and /or Design Engineer C&S Companies			
	Contract No. LD040438	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$629,145.00	Amount Sublet to others \$80,000.00		Uncompleted Amount \$629,145.00	
6.	Agency/Owner Voorheesville CSD Transportation Facility Site Work			Award Date 2/28/2024		Completion Date 4/30/2025	
	Contact Person Marcus Altarac		Telephone No. (518) 479-4000	Designer Architect and /or Design Engineer Mosaic Associates Architects, DPC			
	Contract No. Site	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,138,883.00	Amount Sublet to others \$1,198,285.00		Uncompleted Amount \$933,980.53	
7.	Agency/Owner Houghtaling Island Sand Harvesting			Award Date 1/16/2024		Completion Date 1/28/2026	
	Contact Person Devon Hinds		Telephone No. (518) 273-0870	Designer Architect and /or Design Engineer Dept of the Army, NY District, Corps of Engineers			
	Contract No. W912DS24C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,641,657.72	Amount Sublet to others \$0.00		Uncompleted Amount \$1,812,794.41	
8.	Agency/Owner CR 24 (Spier Falls Rd) Culvert Replacement / Saratoga County			Award Date 7/26/2024		Completion Date 6/30/2025	
	Contact Person Greg Ball		Telephone No. (518) 885-2235	Designer Architect and /or Design Engineer CPL Architecture			
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$981,145.00	Amount Sublet to others \$249,978.21		Uncompleted Amount \$981,145.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Maintenance Dredging of Esopus Creek / US Army Corp of Engineers, NY District			Award Date 9/13/2024	Completion Date 9/12/2025
	Contact Person Michael McCue		Telephone No. (917) 790-8799	Designer Architect and /or Design Engineer US Army Corp of Engineers, NY District	
	Contract No. W912DS24B0	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		
				EIN of JV, if applicable	
			Total Contract Amount \$2,917,901.00	Amount Sublet to others \$0.00	Uncompleted Amount \$577,279.50
10.	Agency/Owner Gloversville-Johnstown Joint Wastewater Treatment Facility Emergency Slope Repai			Award Date 10/7/2024	Completion Date 12/31/2024
	Contact Person Robert Jobin		Telephone No. (518) 898-9521	Designer Architect and /or Design Engineer Greenman Pedersen Inc.	
	Contract No. PO 14081-A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		
				EIN of JV, if applicable	
			Total Contract Amount \$1,032,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$485,377.76
Grand Total All Uncompleted Contracts					\$21,712,234.89



Carver Construction Incorporated
PO Box 890, 2170 River Rd | Coeymans, NY 12045
Phone: 518-355-6034

References

Albany Hudson Electric Trail	
• Christopher Cornwell, PE, GPI	Cell (518) 852-4269
City of Schenectady Emergency Work	
• Paul LaFond, City of Schenectady	Cell (518) 378-0835
North Ferry Street Force Main	
• Michael Miller, PE, CHA	Cell (518) 369-8991
NYS Office of General Services Tire Abatement	
• Mark Dore, PE, GPI	Cell (518) 415-0505
Upper Washington Pressure Tank	
• Rebecca Caldon, PE, City of Albany	Cell (518) 410-9231
TW&A Construction Management	
• Tom Wilson, Principal	Cell (518) 694-6785
Tempel Lane Ext	
• Edward Opatkiewicz, PE, GPI	Cell (518) 424-7308
EJ Prescott Inc.	
• Tadd Beatie	Cell (518) 242-6115
Siena Fence Co. Inc.	
• Jeremy Lawrence	Cell (518) 509-3802
Stilsing Electric Inc.	
• Mike Stilsing	Cell (518) 376-0863
Zehr's Flowers and Landscaping	
• Jory Proulx	Office (315) 376-3086
Key Bank	
• 66 South Pearl Street, Albany	Office (518) 257-8415



Carver Construction, Inc.

PO Box 890
2170 River Road
Coeymans, NY 12045
(518) 355-6034 phone
AP: construction-ap@carvercompanies.com

Credit Reference Sheet

In Business since: 01/26/1989
Nature of Business: Construction

Tax ID #: 14-1716470
Duns #: 833117661

Officer:

Carver Laraway (President) 2170 River Road, Coeymans, NY 12045 (518) 355-6034

Surety Reference:

Berkley Insurance Company, 60 E. 42nd St., Ste 1800, New York, NY 10165
Contact: Marshall Sterling Upstate, Inc. (Bond Manager) Andrea Carpenter
25 Mohawk Ave., Scotia, NY 12302 email: acarpenter@marshallsterling.com
Phone: (518) 384-1100 EXT. 1376

Bank Reference:

Key Bank, 66 South Pearl St., Albany, NY 12207, (518) 257-8415 phone, (866) 573-0101 fax
Contact: Joe Bucciero email: Joe_Bucciero@keybank.com Account #329681366871

Suppliers References:

Core & Main, 1830 Craig Park Court, St. Louis, MO, 63146 (314) 995-9117
fax: (314) 432-8481 jaclyn.hailstone@coreandmain.com Account #203779

Everett J. Prescott, Inc., 198 Ushers Road, Round Lake, NY 12151 (518) 877-6737
fax: (518) 877-6740 helena.stewart@ejprescott.com Account #18336

JC Smith, Inc., 345 Peat St., Syracuse, NY 13210 (315) 428-9903
fax: (315) 428-9841 churley@jcsmithinc.com Account #003397

FW Webb Company, 106 Middlesex Turnpike, Bedford, MA 01730 (518) 472-9322
fax: (518) 472-9399 victoria.carrk@fwwebb.com Account #108463

www.carvercompanies.com

Carver Construction, Inc.

Equipment List - Large Equipment

Equip #	Make	Model	Description	Year	Condition
206	John Deere	544H	4-Wd Articulated Wheel Loader	2003	Fair
248	Kawasaki	70Z7	4-Wd Articulated Wheel Loader	2015	Good
249	Kawasaki	95ZV-2	4-Wd Articulated Wheel Loader	2002	Fair
263	Catepillar	906M	4-Wd Articulated Wheel Loader	2018	Good
284	Catepillar	930M	4-Wd Articulated Wheel Loader	2017	Good
287	Catepillar	938M	4-Wd Articulated Wheel Loader	2020	Excellent
293	Catepillar	930M	4-Wd Articulated Wheel Loader	2018	Good
23001	Catepillar	930M	4-Wd Articulated Wheel Loader	2022	Excellent
26012	Bobcat	WS24	Wheel Saw attachment for Loader	2022	Excellent
329	Catepillar	735B	Haul Truck	2014	Good
330	Catepillar	735B	Haul Truck	2014	Good
355	Catepillar	730	Haul Truck	2019	Excellent
365	Catepillar	730C2	Haul Truck	2019	Excellent
525	John Deere	80C	Crawler Mounted Hydraulic Excavator	2005	Fair
535	Link Belt	135	Crawler Mounted Hydraulic Excavator	2008	Fair
539	Link Belt	350 X3	Crawler Mounted Hydraulic Excavator	2011	Good
546	Catepillar	336E	Crawler Mounted Hydraulic Excavator	2012	Good
549	Catepillar	328DLCR	Crawler Mounted Hydraulic Excavator	2014	Good
550	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
552	Link Belt	235MSR	Crawler Mounted Hydraulic Excavator	2015	Good
555	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
564	Link Belt	145x3	Crawler Mounted Hydraulic Excavator	2016	Good
576	John Deere	250G LC	Crawler Mounted Hydraulic Excavator	2012	Good
580	Kobelco	SK140	Crawler Mounted Hydraulic Excavator	2019	Excellent
585	Catepillar	M315F	Wheel Mounted Hydraulic Excavator	2020	Excellent
590	John Deere	50G	Crawler Mounted Hydraulic Excavator	2020	Excellent
591	Catepillar	349FL	Crawler Mounted Hydraulic Excavator	2019	Excellent
597	John Deere	85G	Crawler Mounted Hydraulic Excavator	2018	Excellent
598	John Deere	210G LC	Crawler Mounted Hydraulic Excavator	2017	Excellent
5004	Catepillar	335	Crawler Mounted Hydraulic Excavator	2022	Excellent
5005	John Deere	75G	Crawler Mounted Hydraulic Excavator	2022	Excellent
615	John Deere	700J LT	Standard Crawler Dozer	2012	Good
622	Catepillar	D5K2 LGP	Lgp Crawler Dozer w/ GPS	2019	Excellent
623	John Deere	650K	Lgp Crawler Dozer	2016	Good
626	Catepillar	D6K LGP	Lgp Crawler Dozer	2020	Excellent
630	John Deere	700K LGP	Lgp Crawler Dozer	2022	Excellent
631	Catepillar	D6K LGP	Lgp Crawler Dozer	2023	Excellent
703	John Deere	410L	Tractor-Loader-Backhoe	2017	Excellent
704	John Deere	310SL	Tractor-Loader-Backhoe	2015	Good
1119	Bomag	BW-156DH-3	Roller	2012	Good
1133	Catepillar	CB36B	Roller	2016	Good
1136	Weiler	P385B	Paver	2022	Excellent
1137	VT Leeboy	150/250	Tack Coat Tub	2020	Excellent
1139	Dynapac	CC4200	Double Drum Roller	2018	Excellent
1257	JLG	600S	Telescopic Manlift	2006	Fair
2207	Bandit		Chipper	2020	Excellent
2548	New Holland	C245	Compact Track Loader	2019	Excellent
2553	New Holland	C245	Compact Track Loader	2020	Excellent
2556	Catepillar	262D	Skid Steer Loader	2016	Good
2572	Catepillar	299D3	Compact Track Loader	2023	Excellent

(also have attachments, generators, compressors, lights, pressure washers, small tools, pumps, etc.)

And many more Trucks, trailers, haul trucks, loaders, excavators, dozers, backhoes, lifts, cranes, conveyors, welders, graders, skid steers, tractors, sweeper trucks, sweeper attachments, & milling attachments

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12226
ATCO@labor.ny.gov

March 21, 2024

Dear Thomas Marron:

I am writing in response to your email dated March 21, 2024 requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Carver Construction Inc. (Skilled Construction Craft Laborer and Operating Engineer-Heavy Equipment programs) have an approved Apprenticeship program with the State of New York.

Please be advised that our revised regulations Part 601.8(d) requires sponsors to submit lists of signatory contractors at time of program application (for new programs) and at time of program recertification (for existing programs). A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

Apprenticeship Training Central Office



New York State VendRep System Vendor Responsibility For-Profit Construction (CCA-2) Form

CERTIFICATION:

The undersigned, recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate to each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: CARVER CONSTRUCTION INC
Certifier's Name: Nick Lamway
Certifier's Title: COO
Certification Date: Oct 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		CONTACT NAME: Kara Mcperson PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL: kmcperson@marshallsterling.com ADDRESS:	
INSURED Carver Construction, Inc. 2170 River Road P.O. Box 890 Coeymans NY 12045		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company NAIC # 42376 INSURER B: Wesco Insurance Company 25011 INSURER C: Great Divide Insurance Company 25224 INSURER D: Colony Specialty Insurance Company 36927 INSURER E: Merchants Mutual Insurance Company 23329 INSURER F: Pennsylvania Manufactures Indemnity 12262	

COVERAGES CERTIFICATE NUMBER: CL2492772737 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			TPP107286509	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Deductible: \$1,000						MED EXP (Any one person) \$ 10,000
C	GEN'L AGGREGATE LIMIT APPLIES PER:			CPL203597612	10/1/2024	10/1/2025	PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER: Contractors Pollution						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			WPP182513905	10/1/2024	10/1/2025	POLLUTION LIABILITY LIMITS \$3M Occur/5M Aggr
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
E	☒ UMBRELLA LIAB ☒ OCCUR			CUP203597612	10/1/2024	10/1/2025	BODILY INJURY (Per accident) \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	☐ DED ☐ RETENTION \$ 10,000						PIP-Additional \$ 150,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WVC3746525 (incl USL&H)	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						AGGREGATE \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
F	Excess Liability (2nd Layer)			34542902	10/1/2024	10/1/2025	PER STATUTE ☒ OTH-ER ☐
	Inland Marine						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D				IM2555224	10/1/2024	10/1/2025	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Each Occurrence \$5,000,000
							Single Conveyance \$500,000 Deduct/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Maloy/DWOOD

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February 4, 2025

Carver Construction, Inc.
c/o Carver Companies
2170 River Road, P.O. Box 890
Coeymans, NY 12045

RE: Worker's Compensation Experience Modification Rating

To Whom It May Concern:

Marshall + Sterling Upstate, Inc., is the insurance agent for Carver Construction, Inc. Please allow this letter to serve as confirmation of their Worker's Compensation Experience Modification Rate (EMR) for the following years:

Rating Effective Date	Experience Modification Rate
10/1/2024-2025	.91
10/1/2023-2024	1.11
10/1/2022-2023	1.03

Should you need any additional information, please do not hesitate to contact the Office.

Sincerely,


Debbie Wood

Assistant Client Services Specialist
Marshall + Sterling Upstate Inc.
25 Mohawk Avenue
Scotia, N.Y. 12302
dwood@marshallsterling.com



2170 River Road, Coeymans, New York 12045
T: (518) 355-6034

Equal Employment Opportunity Policy

Carver Companies is committed to providing a non-discriminatory employment environment for its employees.

The policy of Carver Companies is to fully comply with applicable federal, state and local laws, rules and regulations, in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex, national origin, disability, age, military and veteran status is prohibited. Sexual Harassment is also prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include but are not limited to the areas of hiring, promotion, demotion, transfer, recruitment, discipline, layoff, termination, compensation rate, and any company sponsored training.

All employees are expected to comply with this Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting Carver Companies equal employment opportunity objectives.

Any employee who believes he or she has been discriminated against must immediately report any incident to the company's designated EEO Officer.

The company will not tolerate retaliation against any employee who reports acts of discrimination or provides information in connection with any such complaint.

If you have any questions regarding this policy, please contact Sybil Laraway, Human Resources Officer and designated EEO Officer for Carver Companies, at 518-355-6034, or by email slaraway@carvercompanies.com

A handwritten signature in black ink, appearing to read "Sybil Laraway", with a long, sweeping horizontal line extending to the right.

Sybil Laraway, PHR, SHRM-CP

Human Resources Officer

Companies

slaraway@carvercompanies.com

BID FOR CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET

BID FOR: Curry Road (Route 7) Reconstruction, Between Altamont Avenue and Deforest Street
DATE OF TB MTG. & RESOLUTION #: 5/14/25 Res #181.25
DATE BID PACKETS BECOME AVAILABLE: 5/15/25

DATE PUBLISHED IN NEWSPAPER: 5/16/25
DATE & TIME BIDS TO BE OPENED: 6/2/25 @11:00am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/2/2025 @ 10:19am	GB	Peter Luizzi & Bros. Contracting, Inc	857 1st Street Watervliet, NY 12189	Rick Yarter	(518)482-8954		\$215,135.00	
2	6/2/2025 @ 10:24am	DM	Carver Consstruction, Inc estimating@carvercompanies.com	26 Corporate Circle Albany, NY 12203	Tim Zukas	(518)728-8283		\$173,174.00	
3	6/2/2025 @ 10:45am	DM	James Maloy Inc ssprague@jhmalo.com	P.O. Box 11016 Loudonville, NY 12211	Steve Sprague	(518)438-7881		\$394,000.00	

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH CARVER CONSTRUCTION FOR THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction, located at 26 Corporate Circle, Albany, NY 12203, for additional material costs to the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, in an amount not to exceed two thousand nine hundred seventy and 00/100 (\$2,970.00) dollars, for a new total agreement amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 (\$176,144.00) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

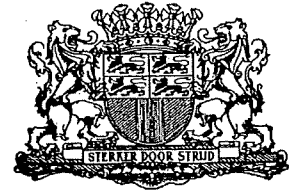
Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: August 26, 2025

TO: Supervisor Collins and Town Board

FROM: Fred Mastroianni, P.E. Town Consultant Engineer

TITLE OF REQUEST: Curry Road Reconstruction Change Order

TOWN BOARD MEETING: September 10, 2025

Background Information: Carver Construction Completed the pavement reconstruction on Curry Road at the location of a previous water main break. The agreement between Carver and the Town was based upon quantities of installed materials. There were some materials installed that were above and below the estimated quantities. The end result is a cost increase of \$2,970.00.

Evaluation/Analysis: The additional cost is based upon the bid price for each pay item and the quantities of materials that were actually installed.

Recommendation(s): I recommend that the Town approve the change order amount, which is \$2,970.00

Attachment/Document(s): Attached is the summary of all bid items and the change order amount.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office



CHANGE ORDER REQUEST

PROJECT NAME: Curry Road Reconstruction
CLIENT: Town of Rotterdam
PROJECT ADDRESS: 1926 Curry Rd, Schenectady, NY 12303

COR TITLE: Overrun Quantities
COR NO.:001

Carver Construction has requested a Change Order for the following described services:

COR DETAILS

COR Proposal Initiation Date: 07/01/25

COR Type: Quantity Overrun

Source:

COR Description: Estimated quantities differed from field measured quantities.

Amount requested for Change Order is \$2,970.00.

ATTACHED EXHIBITS

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:
PERIOD TO:
APPLICATION DATE:
PROJECT NO.
PAGE

1
07/31/25
08/02/25
0125-016

Original contract amount

change order
amount

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, September 24, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 296.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO CARVER CONSTRUCTION, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303, for the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street Project, in the total amount, not to exceed eight thousand eight hundred seven and 20/100. (\$8,807.20) dollars.

SECTION 2. This resolution shall become effective September 24, 2025.

DATED: September 24, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 24, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 29, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 9, 2025

TO: Mollie Collins – Town Supervisor

FROM: Fred Mastroianni, P.E. Town Consultant Engineer

TITLE OF REQUEST: Authorize Release of Retainage for Curry Road Reconstruction.

TOWN BOARD MEETING: September 24, 2025

Background Information: Carver Construction, Inc. is the contractor for Curry Road Reconstruction.

Evaluation/Analysis: Project is complete. Final payment needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303

Attachment/Document(s): Payment App #2 in the amount of \$8,807.20.

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY:

TO: Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

PROJECT: Curry Road Reconstruction

APPLICATION NO.: 2
PERIOD TO: 8/31/2025

APPLICATION DATE: 9/9/2025

PAGE 1
OF 3

FROM: Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12303

ENGINEER: FCM Engineering, PLLC

PROJECT NO: 0125-016
CONTRACT DATE: 6/13/2025

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

1. ORIGINAL (SUB)CONTRACT SUM	173,174.00
2. Net change by Change Orders	2,970.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	176,144.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet)	176,144.00
5. RETAINAGE	
a. 0.0% of Completed Work (Columns D + E on Continuation Sheet)	-
b. 0.0% of Stored Material (Column F on Continuation Sheet)	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	176,144.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	167,336.80
8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7)	8,807.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

The undersigned certifies that to the best of his/her knowledge, information and belief the work covered by this Application has been completed in accordance with the Contract Documents, that all amounts have been paid by the (Sub)Contractor for Work for which previous Certificates for Payment were issued and payments received, and that current payment shown herein is now due.

CONTRACTOR

By: *Jim Zuckerman*

Date: 09/09/25

State of: New York County of: Albany

Subscribed and sworn to before me this 9th

day of September, 2025

Notary Public:

Melissa K. Vivenzio
MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI8092777
Qualified in Albany County
Commission Expires May 27, 2027

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

By: *Mollie A. Collins*

Date: 9/26/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total approved in prior months			
Total approved this month			
Totals	-	-	
Net changes by Change Order			2,970.00

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER: 2
PERIOD TO: 08/31/25
APPLICATION DATE: 09/09/25
PROJECT NO. 0125-016
PAGE 2.

[illegible]

October 8, 2025
Page 245

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:	2
PERIOD TO:	08/31/25
APPLICATION DATE:	09/09/25
PROJECT NO.	0125-018
PAGE	6.

[illegible]

RESOLUTION NO. 318.25

**TO ENACT LOCAL LAW NO. 7 OF 2025; TO REPEAL CHAPTER 247 STREETS AND
SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW
CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN
OF ROTTERDAM**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 7 of 2025.

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

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 2, 2025

TO: Supervisor Collins and Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: Amend Town of Rotterdam Code – Chapter 247 Streets and Sidewalks, Sections 247-4 through 247-14

TOWN BOARD MEETING: October 10, 2025

Background Information: The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design.

Evaluation/Analysis: The attached changes follow current practices, standards and specifications.

Recommendation(s): I recommend amending the Town of Rotterdam Code – Chapter 247 Streets and Sidewalks, Sections 247-4 through 247-14.

Attachment/Document(s): Attached is the proposed amendment to Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through sections 247-14.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Modifies existing town code.

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Department of State
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

7 of the year 20 25

Local Law Title: To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the
new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to
be consistent with current ADA accessibility guidelines, design standards and specifications
(See attached amendment)

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one)

of Rotterdam as follows on the attached pages:
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ of the year 20 ____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 7 of 2025 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board on October 8, 2025 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

Local Law Filing

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20 ____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 ____ became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20 ____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 ____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph _____ above.

(Seal)

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Date)

Changes to Chapter 247 Streets and Sidewalks, from sections 247-4 of Article 1, 247-5 through 247-12 of Article II and 247-13 through 247-14 of Article III

Article I Use

§ 247-4 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed \$1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

Article II Construction of New and Replacement of Existing Sidewalks

§ 247-5 Permit required in the public right of way.

- A. A permit to construct new or replace existing sidewalks shall be issued by the Town of Rotterdam Code Enforcement Officer/Building Inspector. No individual, company, organization and/or its agents shall be permitted to construct or replace sidewalks on the Town's right of way without first securing a permit and complying with the current conditions and specifications. For sidewalks on County and State right of way, a permit may be needed from them and comply with their conditions and specifications.
- B. A permit, when issued by the Town, shall be valid for up to 180 calendar days. The permitted time period can be extended only if approved by the Code Enforcement Officer/Building Inspector. The permit may be revoked for cause and/or failure to comply with current design and specifications. Revocation of the permit shall be issued in writing. If the permit is revoked, it shall be unlawful for the person holding said permit, the owner of premises and/or his agents and employees to continue with the construction of the sidewalks.
- C. The Code Enforcement Officer/Building Inspector shall be notified by the owner or contractor prior to commencement and provide a schedule for the work. The Code Enforcement Officer/Building Inspector or a Town

representative shall inspect the work as necessary during construction. Disputes such as grades, thickness of concrete, workmanship and proper construction of sidewalks shall be decided by the Code Enforcement Officer/Building Inspector or other authorized Town representatives. The decision as to the quality of work and meeting the requirements of approved plans and specifications shall be final unless the party aggrieved shall, within ten (10) calendar days after the decision, apply to the Town Board to review the same. No new construction or replacement of sidewalks shall be carried out after revocation of permit or pending the decision of the Town Board. The decision of the Town Board shall be final. Violations of this article shall be prosecuted by the Code Enforcement Officer/Building Inspector.

§ 247-6 Applicability.

- A. Consistent with the Town's Complete Streets Policy and the Americans with Disabilities Act (ADA) Evaluation and Transition Plan, the Town recognizes the need to encourage and facilitate the development of a safe system of sidewalks for pedestrian travel and recreational use, which will enhance the health and safety of residents, business owners, and visitors. It is the Town's desire to encourage new construction or replacement of sidewalks along major and minor arterials, collector streets, and residential neighborhoods as part of the development or redevelopment of new projects
- B. During the project initial development phase, the Town's Complete Streets Policy that includes the checklist shall be referenced and adhered to the possible extent by the developer, engineer, Town Planning Commission and Town Board as part of the development or redevelopment of new projects.
- C. As part of the review of subdivision and site plan application projects, the Planning Commission is authorized to consider the need to construct new sidewalks or replace deteriorated sidewalks and other pedestrian accommodations on the site as well as along the street frontage(s). Connections to building entry points or other focal points of the project should be included to provide accessible and connecting pedestrian routes. The cost of sidewalk construction shall be at the project

developer's expense. In addition, the developer may be required by the Planning Commission to fund the services of a Town Designated Engineer (TDE) to oversee the construction of the project for compliance with the approved plans and specifications. The TDE will have the same authority as a Town representative to approve the work or disapprove if not in compliance with the approved plans and specifications.

- D. The Town Board may authorize the construction or replacement of sidewalks along any public street as part of a Town sponsored project, with the cost of design and construction to be funded by the Town, unless other funding sources are obtained for the project. The Town may submit project applications for funding a portion or all the cost prior to committing Town resources.
- E. The Schenectady County Department of Engineering and Public Works and the New York State Department of Transportation may construct or replace sidewalks along county and state highways, respectively in the Town, and are exempt from the permitting requirements stated in Section 247-5.
- F. Individuals, multiple landowners, and business owners may propose constructing or replacing sidewalks along public streets, provided the Town Board or Planning Commission approves the plans and specifications. The cost of sidewalk construction and any inspection services in this instance is to be funded by individuals, landowners, or business owners. Consideration may also be given by the Planning Commission as part of the review and approval process of a project to the establishment of a sidewalk district that would fund for future maintenance and replacement of the sidewalks.

§ 247-7 Materials and Design.

- A. The sidewalk surface must be firm, stable and slip resistant. The preferred sidewalk material is Portland Cement and meet the requirements of Section 608 in the Construction and Materials, New York State Department of Transportation, latest edition, and as amended by the Town specifications. Where sidewalks are located adjacent to a street, the overall width shall be a minimum of five (5) feet, measured from edge to

edge. The Planning Commission may require a minimum of six (6) feet or more overall width in commercial areas. If sidewalks are placed adjacent to curbing or asphalt wing gutter, the width of the curb and wing gutter is not included as part of the sidewalk width. If due to physical constraints, five (5) feet wide sidewalks in residential areas or six (6) feet wide in commercial areas cannot be provided, a minimum of four (4) feet is allowed, except that five (5) feet wide by five (5) feet long passage area is provided at a maximum distance of every 200 feet. The Town will only approve the reduced width in unusual circumstances such as due to physical or right of way constraints, where there is no other option to provide adequate pedestrian access and mobility.

- B. The concrete sidewalks' thickness shall be a minimum of four (4) inches, except at driveways where the thickness shall be a minimum of six (6) inches. The minimum compressive strength of concrete shall be 3,500 psi at the end of 28 calendar days. All concrete exposed to freeze-thaw cycles shall contain air entrainment between the range of 5% to 7% in accordance with applicable sections of ACI and ASTM specifications. The contractor is to perform field and laboratory testing of the concrete as required by the code enforcement officer and provide the results to the Town prior to acceptance. Welded wire mesh shall be installed at the mid-point of the sidewalk thickness for additional strength. The mesh shall be six (6) inches by six (6) inches – W2.9 x W2.9 unless otherwise approved by the Town. The sidewalks shall include expansion joints and tooled edges, and the surface shall have a broom finish at right angles to the run of sidewalks. Gravel subbase shall be provided under the sidewalks at a minimum thickness of six (6) inches.
- C. Sidewalks shall not have vertical discontinuities. Where new sidewalks are constructed adjacent to an existing sidewalk and vertical discontinuities is present of up to ½ inches, the existing sidewalk to be beveled with a maximum grade of 50 percent. Anything larger than ½ inch, the existing adjacent sidewalk must be removed and replaced such that there are no vertical discontinuities.
- D. Sidewalks located along the streets are preferred to be offset from the curb, wing gutter or pavement edge (where curb and wing gutter is not provided) five (5) feet, measured from the back side of curbing, wing

gutter or pavement to the front edge of sidewalk. If five (5) feet is not available due to physical and right of way constraints, a minimum of three (3) feet offset shall be provided. A landscaped treatment shall be provided between the curb, wing gutter or pavement and the front edge of sidewalk. Hard surface and other impervious materials between the curb, wing gutter or pavement and the front edge of sidewalk shall only be allowed in commercial areas and if approved by the Planning Commission. The hard surface may include brick, stone, decorative stamped concrete, asphalt, or other similar aesthetic materials as approved by the Planning Commission. For unusual circumstances where an offset cannot be provided, the Planning Commission may wave this requirement.

- E. Asphalt surface will only be allowed on a very limited basis such as constructing a multi-use path to accommodate both pedestrians and bicyclists and approved by the Planning Commission. The design and cross section of multi-use paths shall meet the applicable design criteria and standards that include compliance with ADA design guidelines. The asphalt thickness shall be a minimum of four (4) inches along with eight (8) inches of subbase material.
- F. Design and Construction of sidewalks shall be consistent with the Town's latest American with Disabilities Act (ADA) Evaluation and Transition Plan dated February 2025, and latest Complete Streets Policy, along with any future revisions to those documents. All requirements shall be followed unless otherwise approved by the Town Planning Commission or Town Board.
- G. At all pedestrian crossings, ADA accessible ramps shall be provided along with cast iron detectable warning units. Appropriate traffic control signs and high visibility crossing surfaces must be provided as per the latest version of the Manual of Uniform Traffic Control Devices and New York State Supplemental requirements.
- H. Sidewalks must be accessible to all and located within the right of way when placed along a public street. If adequate right of way is not available, then land must be dedicated to the Town so that the sidewalk can be accessed by the public. The land will need to be dedicated to the

Town in the form of transfer of landownership or via a permanent easement as determined by the Planning Commission.

- I. The construction of sidewalks shall be performed in good and workmanlike manner, and no deviation from the plans and specifications will be permitted without prior approval from the Town. At the completion of the work, the Town will perform a final inspection, and if any corrections are identified, they will need to be made prior to acceptance.
- J. Sidewalks typically follow the grades of the street. However, the sidewalk longitudinal grade should not exceed 5%. In addition, the vertical changes between sidewalk panels shall not be more than what is allowable for compliance with ADA requirements. The cross slope shall typically be 1.5% and not exceed 2%, except at roadway crossings, where the cross slope shall typically follow the street cross section.
- K. Where sidewalks cross driveways, the recommended design is for the driveway profile to be modified to match with the sidewalk location and elevation. If due to unusual circumstances where that is not possible, the sidewalk can be sloped to accommodate the driveway profile but shall not exceed 5% running slope. The sidewalk material shall continue running across all driveways.

§ 247-8 Curb Ramps.

- A. The minimum width for sidewalk curb ramps is five (5) feet. The running slope shall be no greater than 5% and the maximum traversable slope in the direction of pedestrian travel shall not exceed 8.33%. A level landing pad at street intersections shall be provided.
- B. Grates, access covers, and similar surfaces should not be located within the pedestrian access route, curb ramps and landing pads. Where this cannot be avoided, the long dimensions of the grates must be oriented perpendicular to the most frequent direction of travel.

Single diagonal curb ramps serving two (2) street crossing directions should be avoided and only considered where there are no other practical alternatives. Each crossing should typically include two (2) separate curb ramps.

§ 247-9 Detectable Warnings.

The detectable warning units shall be provided at all crossings and comply with NYSDOT Standard Specifications. The material shall be made of cast iron and colored surface shall be red – federal standard number 31350, unless otherwise approved by the Town. The warnings shall be installed on a concrete surface.

§ 247-10 General provisions.

Sidewalks shall be accessible to all users and meet or exceed the minimum requirements for design and construction as stated in other sections and as per ADA requirements. If full compliance is not possible due to physical and right of way constraints, accessibility must be provided to the maximum possible extent, and any non-compliance must be approved by the Town. The following shall be considered for all projects where pedestrian traffic is anticipated or expected:

- A. Minimize where practicable pedestrian crossing distances at street intersections.
- B. Provide pedestrian refuge islands where practicable at mid-block street crossings.
- C. Provide pedestrian scale lighting to improve night-time visibility and overall safety.
- D. At signalized intersections, provide accessible and safe pedestrian crossing features as per NYSDOT design standards and guidelines.
- E. As part of a development project, any nearby deteriorated or non-accessible sidewalks exist, they should be replaced at a minimum on the developed side, and preferably both sides of the street.
- F. For residential development projects, new sidewalks should be provided along both sides of the street unless otherwise approved by the Planning Commission. For commercial development, the Town may require new sidewalks on one or both sides of the street to accommodate pedestrian travel.

- G. Where trees, buildings and other objects overhang the sidewalk, a minimum vertical clearance of six (6) feet - six (6) inches shall be provided. Any obstructions below the minimum vertical clearance shall be removed.
- H. Adequate sight distance is to be provided at all locations, including pedestrian crossings. If that is not possible due to physical constraints, advisory signs, traffic calming measures or other devices may be required by the Planning Commission.
- I. No concrete shall be mixed or prepared on the street surface or curbing and such mixing or preparing concrete on the street surface or curbing is hereby declared a violation of this article.

§ 247-11 Landscaping, Lighting and other amenities.

Enhancing the streetscape should be considered for all projects. This includes adding street trees, bushes, plantings, porous pavement, vegetated retention areas to treat stormwater, benches, and other amenities such as pedestrian scale lighting. However, landscaping, textured pavement, gateway treatments, lighting and other amenities are not to impede walkways, ADA access and sight lines.

§ 247-12 Design Approval.

All sidewalk projects shall be approved by the Planning Commission or Town Board during site plan or subdivision review and prior to the start of construction. If there are any sidewalks that do not comply with town standards, the design engineer shall provide written justification for review and approval.

Article III Maintenance and Snow Removal

§ 247-13 Maintenance.

- A. No person shall plow, shovel or otherwise place snow or ice on municipal property. For purposes of this section, municipal property shall include all parcels of property owned by any municipality. Municipal property shall also include all municipal rights-of-way, including all sidewalks thereon.
- B. All sidewalk surfaces located on private property shall be maintained in a safe and passable condition. Sidewalks shall be regularly cleared of snow and ice by the property owner.
- C. For sidewalks located along County and State highways, the Town may be responsible for the maintenance as per any maintenance agreements. If no maintenance agreements are in place, the adjacent property owner shall be responsible for maintenance, including snow removal.
- D. For sidewalks located along town roads and streets, the adjacent property owner shall be responsible for maintenance, including snow removal.
- E. Notice of failure to remove snow, ice or other obstructions - Written notice of violations of the provisions stated in this section shall be served by the Code Enforcement Officer/Building Inspector, describing the violation and requiring the forthwith removal of the conditions constituting the violation by the owner and/or developer. In the event such premises are untenanted or vacant, or if tenanted or unoccupied, and the tenant, occupant or other adult person cannot with due diligence be found on the premises, or in the event notice of violation is served and the violation is not forthwith remedied, the Town is hereby authorized to cause the same to be done at the expense of the Town, and any and all such expenses may be assessed as a lien against the subject property of the owner and enforced in accordance with the procedure prescribed in Article 3 of the Lien Law for the enforcement of mechanics' liens on real property.

§ 247-14 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed \$1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

RESOLUTION NO. 319.25

**TO PURCHASE AND INSTALL A GENERATOR FOR THE HELDERBERG
MEADOWS PUMP STATION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with B&D Industries, located at 65 Washington Street, Rensselaer, New York 12144, to purchase a Generac Generator for the Helderberg Meadows pump station located at Steeple Way, in the amount not to exceed twenty-six thousand and 00/100 (\$26,000.00) dollars.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 6, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Senior Building Inspector

TITLE OF REQUEST: To purchase a Generator for Helderberg Meadows Pump Station

TOWN BOARD MEETING: October 8, 2025

Background Information: The Town has generators for their pump stations in case of power outages.

Evaluation/Analysis: The generator at the pump station at Helderberg Meadows has an internal engine issue that can not be repaired.

Recommendation(s): Alan Aldi recommends the Generac 25Kw Generator from B & D Industries, Inc. at a price not to exceed \$26,000. The Generac only has a 6 to 8 week lead time to receive the generator.

Attachment/Document(s): Quotes from B&D Industries, Inc., Spring Electric Incorporated and Cummins.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY:

Alan Aldi
Town Of Rotterdam

September 26, 2025

Steeple Way Generator Replacement

Thank you for the opportunity to provide an electrical price for this project.

Price: \$26,000 (Twenty Six Thousand Dollars 0/100)

Deduct -\$2,800 Crane /Rigging & disposal if Town wants to perform this scope

Inclusions:

1. Disconnect Existing 25Kw Generator electrical and gas connections
2. Utilize small crane or boom truck to rig the existing unit out and dispose of
3. Provide & Install new Generac 25Kw Natural gas unit with factory start up and commissioning.
4. Utilize existing concrete pad
5. Re-install electrical connections, extend as needed.
6. Re-connect Natural gas connections and test
7. Standard business hours Mon-Fri 7:00am-3:30pm
8. IBEW labor rates effective 6/1/24-5/31/25
9. One (1) year warranty

Exclusions:

1. Sales tax
2. General site conditions, permits, inspections,
3. Shift work and overtime work
4. Saw cutting, coring, and patching of concrete, asphalt, etc.
5. Patching of any surface including siding, block, drywall, asphalt etc
6. Temporary power
7. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
8. Repair of existing code violations, or upgrades other than those mentioned here-in
9. Any electrical not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best regards,
Nick DeNyse
ndenyse@banddindustries.com
518-495-2040

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit, and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.



93 Blue Factory Road
Averill Park, NY 12018
(518) 410-6182

Date: October 1, 2025

To: Town of Rotterdam

Re STEEPLE WAY PUMP STATION GENERATOR

We are pleased to provide you with a quote for this project and look forward to working with you. Please contact me at 518-410-6182 with any questions. All quotes are valid for 90 days. **All quotes are taxable unless tax exempt form is submitted with purchase order.**

Electrical Scope:

Provide and install new 25kv generator

Remove old generator from site

Install new feeder conduit

Connect existing natural gas to generator

Start-up and test new generator

Total Quote: \$36,500

Sincerely,

Patrick P. Spring, Vice President/ Master Electrician



September 8, 2025

To: Town Of Rotterdam

We are pleased to offer the following budgetary quotation based on your inquiry.

C25N6 25kW Generator Set (25 Weeks Lead Time)		
Item	Description	Qty
1	25kW Standby Emergency Natural Gas Generator Set 480 Volt 60Hz 3 Phase Cummins Model C25N6 Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Reg - Torque Match Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System PowerCommand 1.1 Controller Annunciator-Panel Mounted With Enclosure (RS485) Circuit Breaker 50 Amp 3P, 600 Volts AC, 80%, UL Engine Governor - Electronic, Isochronous Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Battery-Wet, 12V, Group 26, 530Amp Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Coolant Heater, Cold Ambient Generator Set Warranty - 2 Years Base Green Sound Level 2 Intake Baffle - Ship Loose Startup and commissioning of generator set	1
		C25N6 25kW Generator Set Total: \$24,954.00 Quote value does not include any tax.
C45N6 45kW Generator Set (15 Weeks Lead Time)		
Item	Description	Qty
2	45kW Standby Emergency Natural Gas Generator Set 480 Volt 60Hz 3 Phase Cummins Model C45N6 Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System PowerCommand 2.3 Controller Annunciator-Panel Mounted With Enclosure (RS485) Circuit Breaker 60 Amp 3P, 600 Volts AC, 80%, UL Engine Governor - Electronic, Isochronous Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Battery-Wet, 12V, Group 26, 530Amp Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Coolant Heater, Cold Ambient Generator Set Warranty - 2 Years Base Green Sound Level 2 Intake Baffle - Ship Loose Startup and commissioning of generator set	1
		C45N6 45kW Generator Set Total: \$34,496.00 Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Budgetary quotation prepared based on verbal request only

Voltage and transfer switch requirements to be determined.

This proposal is for equipment only, delivery, offloading, rigging and storage by others.

Installation, examination, Connections, Identification, insulation resistance, protection and Cleaning is not included and shall be

Price includes freight F.O.B Factory via standard ground. First destination only.

This proposal is based on information supplied to Cummins which may or may not have been correct or complete. Customer is ultimately responsible for reviewing this proposal for compliance with the complete and final drawings and specifications.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Ed Cheung

Senior Sales Executive

(646) 208-1423

(718) 502-1217

ed.cheung@cummins.com

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,

equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the

scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

RESOLUTION NO. 320.25

**TO NEGOTIATE AND EXECUTE AMENDMENT NO. 1 TO AN EXISTING
AGREEMENT WITH BARTON & LOGUDICE FOR HAZARDOUS MATERIALS
CONSULTING SERVICES FOR THE ROTTERDAM POLICE COURTS PROJECT –
369 DUANESBURG ROAD**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Amendment No. 1 to an existing agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for additional administrative and subconsultant services to the Hazardous Materials Consulting Services project located at 369 Duanesburg Road, Rotterdam, New York, in an amount not to exceed seventeen thousand nine hundred and 00/100 (\$17,900.00) dollars, for a new total agreement amount not to exceed twenty eight thousand four hundred and 00/100 (\$28,400.00) dollars.

SECTION 2. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 7, 2025

TO: Town Board

FROM: Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize the Supervisor to Negotiate and Execute Amendment #1 with Barton & Loguidice concerning Hazardous Materials Consulting Services at 369 Duanesburg Road.

TOWN BOARD MEETING: October 8, 2025

Background Information: The Town of Rotterdam has purchased the building and land at 369 Duanesburg Road for the construction of a new police and courts building. The buildings on the property did contain hazardous materials (asbestos). Removal of hazardous materials is required prior to building demolition.

Evaluation/Analysis: The Town entered into a consulting contract with Barton & Loguidice to monitor the removal of the hazardous materials. Undetected hazardous materials were found as the demolition occurred and additional monitoring, construction phase services and consulting services are required to properly dispose of building materials.

Recommendation(s): Authorize the Supervisor to Negotiate and Execute Amendment #1 in the amount of \$17,900 with Barton & Loguidice for additional services relating to Hazardous Materials Consulting Services at 369 Duanesburg Road.

Attachment/Document(s): Amendment #1

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

October 2, 2025

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Rotterdam Police Courts Project – 369 Duanesburg Road
Hazardous Materials Consulting Services – Amendment No. 1 (Revision 1)
File: 904.053.003

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to continue assisting the Town with asbestos project monitoring services for the 369 Duanesburg Road site redevelopment project as outlined in the May 2025, Revision (1), Hazardous Materials Consulting Services agreement entitled “Rotterdam Police Court Project – 369 Duanesburg Road”.

This Amendment is for additional services and associated fees for administration and subconsultant services that exceeded the estimated quantity provided in our proposal dated May 6, 2025. These additional services include asbestos project monitoring services, construction phase Project Manager services for assistance facilitating abatement activities for the above-mentioned project and asbestos consulting services regarding the abatement change order work.

Services

The unit rates below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.

Description	Unit Price
Asbestos Project Monitoring and Air Sampling*	\$92 per hour
Project Manager (per B&L 2025 Tier 3 Rates)**	\$195 per hour

Reimbursable Laboratory	Unit Price
PCM Analysis (24 Hour Turnaround)	\$12 per analysis
PCM Analysis (Rush analysis)	\$17 per analysis

*Our fees for the provision of Asbestos Project Monitoring and Air Sampling services defined above exceeded our original estimated amount. An additional estimated fee of \$8,100 for Air Sampling is requested due to the additional services the contractor had to complete. This supplemental amount is

Mollie Collins
Town Supervisor
October 2, 2025
Page 2

based on an additional 88 hours of on-site asbestos project monitoring, required air sampling and laboratory analysis.

****Our total estimated fee of \$9,800 for the provision of Project Manager assistance is summarized below:**

Provision of consulting services, recommendations and general guidance following the discovery of additional asbestos at the site has an estimated fee of \$4,245 and is based on 22 hours of effort.

Provision of consulting services following the Town's receipt of the abatement contractor's proposed invoice for completing the above-mentioned supplemental work. Our fee for Project Manager assistance has an estimated fee of \$2,925 for 15 hours of effort.

Provision of consulting services and regulatory guidance related to the handling and disposal of demolition debris with potential asbestos contamination. Our fee for Project Manager assistance has an estimated fee of \$2,630 for 13.5 hours of effort.

Total additional estimated fee for asbestos project monitoring services and project manager assistance is \$17,900 per the scope of services and assumptions herein.

Please review this supplement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,
BARTON & LOGUIDICE, D. P.C.



Sebastian L. Reeve
Managing Industrial Hygienist

SLR/JER/DHF



John E. Rigge
Vice President

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the Original Agreement Terms and Conditions.

Mollie Collins, Town Supervisor

Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 14, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 186.25

**TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE
FOR HAZARDOUS MATERIALS CONSULTING SERVICES FOR THE ROTTERDAM
POLICE COURTS PROJECT – 369 DUANESBURG ROAD**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for Hazardous Materials Consulting Services for the provision of preparing technical specifications and providing bidding services, asbestos project monitoring and air sampling services for the planned demolition project located at 369 Duanesburg Road, Rotterdam, New York., in the amount not to exceed ten thousand five hundred and 00/100 (\$10,500.00) dollars.

SECTION 2. This resolution shall become effective May 14, 2025.

DATED: May 14, 2025

NAME	AYES	NOES	ABSTAIN
Dodson (Absent)			
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 14, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 16, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 6, 2025

TO: Supervisor Collins and Town Board

FROM: Fred C. Mastroianni, PE – Town Consultant Engineer

TITLE OF REQUEST: Hazardous Waste Removal at 369 Duanesburg Road Consulting Services

TOWN BOARD MEETING DATE: May 14, 2025

Background Information: The Town purchased the property located at 369 Duanesburg Road, which is the future location of the Town Police and Court. A survey was conducted to determine if there are any hazardous materials that need to be removed prior to demolition of the structures. Based upon the report, both asbestos and lead paint were found.

Evaluation/Analysis: Bid Documents were prepared by the Town's Consultant Engineer that included specifications and report provided by Barton & Loguidice. Barton & Loguidice will assist the town during the bidding phase to address any issues related to the specifications and review all contractor submittals, monitor the removal and collect air sampling. The cost is a not-to-exceed amount of \$10,500.

Recommendation(s): I recommend hiring Barton & Loguidice to assist the Town during the bidding and hazardous waste removal phases.

Attachment/Document(s): Proposal prepared by Barton & Loguidice

Compliance with Purchasing Policy? Yes

Effect(s) on Existing Law(s)? No

LEGISLATION WILL BE PREPARED BY: Supervisors Office



May 6, 2025

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Rotterdam Police Courts Project – 369 Duanesburg Road
Hazardous Materials Consulting Services
File: 704.4756 (revision 1)

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this scope of services and fee agreement for the above referenced project.

Background

In accordance with our understanding of the scope of services, we are providing this scope and fee to the Town of Rotterdam (Town) for the provision of preparing technical specifications and providing bidding services, asbestos project monitoring and air sampling services for the planned demolition project located at 369 Duanesburg Road, Rotterdam, New York.

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Technical Specifications

Project technical performance specifications to address asbestos and lead based paint impacting the project will be developed that will identify the scope of removal in the project areas and cite regulations and standards applicable to the project. Performance criteria as they relate to the removal and disposal of materials will be defined. Levels of personal protection, acceptable equipment/materials, and execution of material removal and specific coordination items between trades will be identified in the specification.

Task 2 – Bidding Services

For the overall bidding process B&L will perform the following activities:

- Field questions and respond to RFI's generated during the bid period regarding asbestos removals.
- Prepare addenda as necessary relating to the asbestos abatement scope of work.
- Provide review of asbestos contractor's pre-construction submittals and close-out project submittals, as required by technical specifications.

Please note that B&L does not review matters pertaining to insurance or bonding issues. The Town's legal counsel should review such items.



Mollie Collins
Town Supervisor
May 6, 2025
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Task 3 – Asbestos Project Monitoring and Air Sampling

B&L will provide air sampling, project monitoring, demolition observation, and restoration oversight as required. This will include background sampling prior to the start of the project, daily perimeter sampling and project monitoring during asbestos removal as required, and post-abatement clearance sampling. The services will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the asbestos contractor's work, visual inspections and coordination with Town representatives.

A report summarizing our services will be issued at the completion of the project. The report will include pertinent data including but not limited to site logs, air monitoring data sheets, laboratory reports and sample chain of custody forms.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fees for Services

Our fees for the provision of the services defined above for are provided below. The unit rates below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.

Tasks	Description	Unit Price
1	Technical Specifications* Project Manager (per B&L 2025 Tier 3 Rates) Vice President (per B&L 2025 Tier 3 Rates)	\$195 per hour \$276 per hour
2	Bidding Assistance** Project Manager (per B&L 2025 Tier 3 Rates)	\$195 per hour
3	Asbestos Project Monitoring and Air Sampling***	\$92 per hour
	Project Manager (per B&L 2025 Tier 3 Rates) (upon request)	\$195 per hour

Tasks	Reimbursable Laboratory	Unit Price
3	PCM Analysis (24 Hour Turnaround)	\$12 per analysis
3	PCM Analysis (Rush analysis)	\$17 per analysis



Mollie Collins
Town Supervisor
May 6, 2025
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*Our fees for the development of Technical Specifications as defined above is estimated at \$1,500. The estimated fee is based on 4-hours of PM development and 2-hours of VP review.

**Our fees for the provision of Bidding Assistance services defined above is estimated at \$2,400. The estimated fee is based on 12-hours of PM Bidding Assistance.

***Our fees for the provision of Asbestos Project Monitoring and Air Sampling services defined above is estimated at \$5,800. This estimated fee is based on 48-hours of asbestos project monitoring, required air sampling and laboratory analysis.

Total estimated fee for services is \$10,500 per the scope of services and assumptions herein.

Assumptions:

1. The per hour cost for project monitoring/air sampling include labor, equipment, materials, travel, and related expenses to complete the scope of services. Additional staffing as a consequence of the limited schedule and required to properly oversee the work will be at the discretion of B&L.
2. Project manager effort above and effort beyond that typically required during the course of the construction period will be tracked and invoiced at the unit rate provided in the fee schedule.
3. It is understood that pay applications and approval of the contractor's insurance bonding will be managed by the Town and its representatives.
4. B&L cannot be responsible for review or approval of any aspects of the asbestos abatement contractor's insurance or bonding for the project due to insurance constraints.
5. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Managing Industrial Hygienist

SLR/JER/DHF

John E. Rigge
Vice President



Mollie Collins
Town Supervisor
May 6, 2025
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Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie A. Collins
Mollie Collins, Town Supervisor, Town of Rotterdam

5/15/2025
Date

RESOLUTION NO. 321.25

**TO SCHEDULE A BUDGET WORKSHOP SESSION FOR THE 2026 TENTATIVE
BUDGET**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting as set forth below for purposes of conducting a budget workshop in connection with the 2026 tentative budget, and for any other business which may come before the Town Board:

<u>Date</u>	<u>Time</u>	<u>Location</u>
Thursday, October 16, 2025	5:30 PM	Rotterdam Town Hall, 2 nd Floor Board Room, 1100 Sunrise Boulevard, Rotterdam, NY 12306

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than 2 days prior to the date designated above for such special meetings, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS**

PLEASE TAKE NOTICE, that the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on the following date and time, for purposes of conducting a budget workshop in connection with the 2026 tentative budget:

Thursday October 16, 2025 – @ 5:30 PM

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

DATED: October 8, 2025

Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 322.25

**TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2025; TO ESTABLISH A SIX
(6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE
SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM**

WHEREAS, the Town of Rotterdam has tasked the Energy Advisory Committee and Planning Commission to review, amend, and make recommendations to the Town Battery Energy Storage System code and local laws regulating the same; and

WHEREAS, the Energy Advisory Committee has focused primarily on reviewing, amending, and making recommendations regarding Battery Energy Storage System installations, and

WHEREAS, upon the recommendation of the Energy Advisory Committee, and as the Town of Rotterdam is committed to protecting the health, safety, and well-being of its residents and first responders through responsible siting, pre-incident planning and education, continuing education and training, adequate protection and equipment, and the implementation of best practices to reduce potential hazards; and

WHEREAS, a public hearing was held on October 8, 2025, at the John F. Kirvin Government Center, Town Hall, 100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 PM for the following purpose: For the enactment of Introductory Local Law No. 8 of 2025 relating to establishing a six (6) month moratorium on Battery Energy Storage Systems; NOW

THEREFORE, UPON MOTION OF Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enact Introductory Local Law No. 8 of 2025.

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

SECTION 3. This resolution shall become effective October 8, 2025.

DATED: October 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: October 8, 2025

TO: Mollie Collins, Town Supervisor

FROM: Stephen Valiquette, Assistant Town Attorney

TITLE OF REQUEST: Battery Energy Storage System Code

TOWN BOARD MEETING: October 8, 2025

Background Information: A Town Board Member has requested that the Town Attorney draft a temporary 6-month moratorium for Battery Energy Storage Systems.

Evaluation/Analysis: The Town of Rotterdam Energy Advisory Committee is in the process of drafting and reviewing code amendments to regulate Battery Energy Storage Systems in the Town. The goal of a moratorium is provide time to allow the code amendments to be put in front of the Town Board for a vote.

Recommendation(s): Decision to approve the temporary moratorium on Battery Energy Storage Systems.

Attachment/Document(s): Battery Energy Storage Moratorium Code

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Department of State
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

8 of the year 20 25

Local Law Title: To establish a six (6) month moratorium prohibiting Battery Energy Storage System
installations within the Town of Rotterdam (See attachment)

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one)

of Rotterdam as follows on the attached pages:
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ of the year 20 ____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 8 of 2025 of the ~~(County)(City)(Town)(Village)~~ of Rotterdam was duly passed by the Town Board on October 8, 2025 in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. ~~(Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

3. ~~(Final adoption by referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

~~Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.~~

4. ~~(Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

Local Law Filing

5. ~~(City local law concerning Charter revision proposed by petition.)~~

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____ became operative.

6. ~~(County local law concerning adoption of Charter.)~~

I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph _____ above.

(Seal)

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Date)

LOCAL LAW ESTABLISHING A TEMPORARY LAND USE MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM.

Be it enacted by the Town Board of the Town of Rotterdam as follows:

SECTION 1. TITLE

This Local Law shall be known as the "Moratorium and Prohibition of Battery Energy Storage System Installations within the Town of Rotterdam."

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Rotterdam under the New York State Constitution, and the Laws of the State of New York including but not limited to the following authorities: New York State Constitution Article IX, Section 2 (c) (ii)(6)m (10)1 Municipal Home Rule Law § 10(2); Municipal Home Rule Law §10(3); Municipal Home Rule Law §10(4)(a), and (b) and (15); Town Law §135; Town Law Article 16 (Zoning & Planning) inclusive; Environmental Conservation Law §3-0301 (1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 61, also known as the State Environmental Quality Review Act as it pertains to applications that are neither excluded nor exempt from this local law.

This Local Law is land use regulation. This Local Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive "incidental control" of a zoning law and land use law that is concerned with the broad area of land use planning and the physical use of land and property within the Town, including the physical externalities associated with certain land uses, such as potential negative impacts of such uses on a community.

This Local Law shall supersede and suspend those provisions of the Code of the Town of Rotterdam and New York state law which require the Planning Board and/or the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

This Local Law is intended to temporarily prohibit the creation or siting of battery energy storage system installations (as herein later defined) within the Town of Rotterdam for a period of approximately six (6) months, pending the development and adoption of local laws and/or ordinances designed to regulate and govern such installations.

The Town Board recognizes and acknowledges that the Town needs to study and analyze many considerations that affect the preparation of local legislation to regulate the future creation and siting of battery energy storage system installations. The Town Board has formally requested the Building and Zoning Department and the Planning Board and the Energy Committee of the Town of Rotterdam to identify and review local laws from other jurisdictions, and related information and source materials, in order to assist in developing the parameters of a local law to regulate battery energy storage system installations. The Town Board has directed the Town Attorney to assist in this endeavor.

The Town Board also recognized the need to review and examine its existing ordinance, local laws and Zoning Code provisions insofar as they may be affected by adoption of such local law(s) regulating the creation and/or siting of battery energy storage system installations. It is deemed necessary to enact this moratorium in order to permit the Town adequate time in which to draft suitable legislation for this purpose. During the term of the moratorium the Town of Rotterdam shall work to prepare and eventually adopt new land use regulations to incorporate into the Town's existing Zoning Code.

During the pendency of the moratorium, the Town Board will consider how best to permit such installations so as to harmoniously integrate such installations with the existing agricultural community and landscape and to mitigate potential undesirable environmental impacts that may be associated with such use. At present, the Zoning Code of the Town of Rotterdam may not adequately regulate such land use. If the community allows such development during that time the goals of the Town could be undermined or damaged. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to develop and adopt necessary zoning and land use changes to the Zoning Code of the Town of Rotterdam, thus protecting and furthering the public interest, health and safety.

SECTION 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

Battery Energy Storage System Installation(s) — Any installation of a rechargeable energy storage system, consisting of electrochemical storage batteries or similar technology, battery charges, controls, power condition systems, inverters, transformers, switchgears and associated electrical equipment designed to store electrical power received from a generating or transmission source and periodically discharging power from the battery energy storage system into the power grid. Systems typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities relating to the energy consumed by a residence, farm operation or business on site shall not be considered a "Battery Energy Storage System Installation" for purposes of the Moratorium.

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

A. Unless permitted pursuant to Section 5 hereafter, from and after the date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or other Town-level approval of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town of Rotterdam, for the construction establishment or use or operation of any land, body of water, building, or other structure located within the Town of Rotterdam, for any Battery Energy Storage System Installation, as defined above, except for the projects specifically exempted by this moratorium.

B. Unless permitted pursuant to Section 5 hereafter, from the date of this Local Law, no person, entity or business shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town of Rotterdam for any Battery Energy Storage System Installation, as defined above.

C. The prohibitions set forth above in Clauses A. and B. of this Section 4. Are not intended, and shall not be construed, to prevent or prohibit the use and development of battery energy storage systems that are typically used to provide standby or emergency power and/or an uninterruptable power supply, load shedding, load sharing, or similar capabilities and that are for personal or individual use on or about any residence or place of business, or any farm operation.

D. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) March 8, 2026; or (ii) the effective date of a Town Board resolution affirmatively stating the Town Board has determined that the need for this moratorium and prohibition no longer exists.

E. This moratorium and prohibition shall apply to all real property within the Town of Rotterdam, and all land use applications for the siting or creation of Battery Energy Storage System Installation within the Town of Rotterdam.

F. Under no circumstances shall the failure of the Town Board of the Town of Rotterdam, the Zoning Board of Appeals of the Town of Rotterdam, the Planning Board of the Town of Rotterdam, or the Code Enforcement Officer for the Town of Rotterdam to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, operating permit, site plan approval, subdivision approval, certificate of occupancy, certificate of compliance, temporary certificate, or any other Town level approval related to Battery Energy Storage System Installation constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer exclusive variance authority to the Zoning Board of Appeals. Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Rotterdam.

E. The written opinion of the Town of Rotterdam Planning Board and the Town of Rotterdam Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant or an exemption will be in harmony with, and will be consistent with an existing Town of Rotterdam Zoning Ordinance and the recommendation of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by fee a \$500, together with the applicant's written undertaking in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town of services provided by the Attorney of the Town.

SECTION 6. PENALTIES.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Five Hundred Dollars (\$1,500) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than Two Thousand Five Hundred Dollars (\$2,500) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause:

A. each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including attorney's fees, and such amount shall be determined and assessed by the court. If such expense

is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be lien upon such property until paid.

SECTION 7. CONFLICTS.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation for Zoning Ordinance provision.

SECTION 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgement or declaration shall be continued in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgement or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary, as to such person or circumstances such invalid or unenforceable provision shall be and be deemed severed here from, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

SECTION 9. EFFECTIVE DATE.

The effective date of this Local Law shall be immediately upon its filing with the Secretary of State.