MEETING OF THE
ROTTERDAM TOWN BOARD

February 28, 2024
7:00 PM
Agenda Review 6:30 PM

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

- To recognize the introduction of Introductory Local Law ___ of 2024; a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Street, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.
- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens (RP-467).

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

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

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

108.24 Accepting Town Board meeting minutes. *Pg. 27*

109.24 To appoint Amanda Lawson to the position of Payroll Audit Clerk. *Pg. 62*

110.24 To authorize Change Orders No. 1, 2 and 3 with Bunkoff General Contractors Inc. for the Rotterdam Town Hall Renovations. *Pg. 68*

111.24 To authorize Change Order No. 1 with John W. Danforth Company for the Rotterdam Town Hall Renovations. *Pg. 92*

112.24 To accept bid and award contract for Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction. *Pg. 100*

113.24 To accept bid and award contract for Generator Building Modifications. *Pg. 161*

114.24 To accept bid and award contract for On Call Electrical Construction Services. *Pg. 201*

115.24 To Declare Lead Agency for SEQR review on a change of zone request of 0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1) for property located Tower Avenue and Chrisler Avenue. *Pg. 257*

116.24 To Call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, relating to a change of zone from Single Family Residential (R-1) to Light Industrial (I-1) for property located at Tower Avenue and Chrisler Avenue. *Pg. 274*

117.24 To authorize an amendment to the agreement with Barton and Loguidice for Wastewater Treatment Plant Improvements-Supplement No. 3. *Pg. 290*

118.24 To allow operation of a kiosk at Kiwanis Park Boat Launch by Cornell University Cooperative Extension Saratoga County. *Pg. 315*

119.24 To enact Introductory Local Law No. 2 of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions of the code of the Town of Rotterdam entitled, "Exceptions; Implementation of Statutory Provisions" by increasing the exemption levels for senior citizens (RP-467). *Pg. 319*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION

- Personnel matter related to employee 02142024 with invited guest Nathaniel Nichols Esq. and Larry LaMora
- Personnel matter relater to employee number 02282024 with invited guest Nathaniel Nichols Esq.

ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

PUBLIC HEARING #1

2/28/24

- To recognize the introduction of Introductory Local Law ___ of 2024; a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Street, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.

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, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 102.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) FOR PROPERTY LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET

WHEREAS, the Town Board passed Resolution No. 79.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the town code, relating to a change of zone from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2); and

WHEREAS, the Planning Commission, on February 6, 2024 issued a positive recommendation on the change of zone requested by Stewart's Shops Corp.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on February 14, 2024; NOW

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 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 28th day of February, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law ___ of 2024; a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Avenue, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.

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

DATED: February 14, 2024
Daily Gazette: Please publish once on February 16, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: B-1 Retail Business

Proposed Zone Classification: B-2 General Business

PART II
GENERAL INFORMATION

Legal Owner's Name: Valentine Family Estate and attorney contact is Michael Mullaney, Esq.
Mailing Address: 43 British American Boulevard
City: Latham State: New York Zip: 12110
Daytime Phone: (518) 459-2100 E-mail: mmullaney@pierrolaw.com

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

Owner's Designated Contact: Charles Marshall - Stewart's Shops Corp.

Mailing Address: P.O. Box 435
City: Saratoga Springs State: New York Zip: 12866
Daytime Phone: (518) 581-1201 ext 4435 E-mail: cmarshall@stewartsshops.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.84 ac
Assessor Tax Parcel No.(s) of Site: 59.16-2-10.0; 59.16-2-9.2; 59.16-2-9.1; 59.16-2-40.2;59.16-2-40.1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.)

Street Address of Proposed Site (if any): 110 Highbridge Rd

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

Existing use are vacant land and under utilized structures

School District: Mohonasen Fire District: Rotterdam 3

Water Supply: Public

LEGAL INFORMATION

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

Highbridge Rd bound by Sherman and Mercer

Name of Public Road(s) Providing Access: Highbridge Rd, Mercer St and Mercer Ave

Width of Property Fronting on the Existing Public Road in Linear Feet: Highbridge: 263ft
Mercer: 132 ft
Sherman: 315 ft

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? Contract vendee

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

Comprehensive Plan page I-2 discussion on roadway network and viability discussion continues on III-3 where 2008 transportation study analyzed and need for infill development.

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

UTILITIES

Proposed Source of Water:
( ) Individual Wells (X) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (x)
Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

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

Signed: _____ Date: 1/10/24
Address: 323 CLINTON ST Phone: 518-346-1595
SCHENECTADY NY Zip: 12305

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

STATE OF NEW YORK VINCENT P. AUSFELD 049597 LICENSED LAND SURVEYOR

Ausfeld & Waldruff Land Surveyors LLP
514 State Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awlsllp.com

LEGAL DESCRIPTION

Combined Legal Description
High Bridge Road

All that piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and the State of New York, bounded and described as follows:

Beginning at a point located at the intersection of northerly line of High Bridge Road with the westerly line of Mercer Avenue; thence from said point of beginning and along said northerly line of High Bridge Road, the following three courses: 1) North 85°46'15" West, 137.62 feet to a point; 2) N 80°18'15" West, 112.94 feet to a point and 3: along a curve to the right having a radius of 60.00 feet, an arc length of 70.65 feet and bearing a chord of North 46°34'15" West, 66.64 feet to a point; thence along the easterly line of Sherman Avenue, North 12°50'15" West, 258.99 feet to a point; thence along the lands now or formerly of Rachel & Nathan Graber (Book 2076, Page 785), North 77°09'45" East, 150.00 feet to a point; thence along the lands of Carol Putorti (Book 1801, Page 48), John Bailey & Delores Dumar (Book 2099, Page 112) and Elizabeth Knight (Book 2017, Page 35), South 12°50'15" East, 160.00 feet to a point; thence continuing along the aforesaid lands of Knight, North 77°09'45" East, 150.00 feet to a point; thence along the aforesaid westerly line of Mercer Avenue, the following two courses: 1) South 12°50'15" East, 122.61 feet to a point and 2) South 00°22'45" West, 118.61 feet to the point or place of beginning.

Containing in all 1.861 acres of land being more or less.

January 11, 2024 Vincent P. Ausfeld P.L.S.

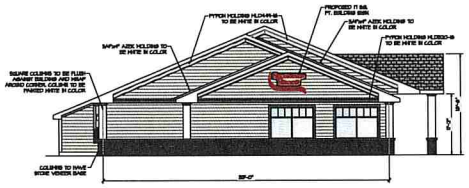
Z:\PROJECTS\2023\23-3616\High Bridge Combined Legal Desc.doc

PROPOSED STEWART'S SHOP

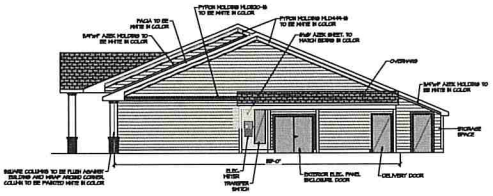
1098 HIGHBRIDGE ROAD - SCHENECTADY (T/ ROTTERDAM), NY 12303



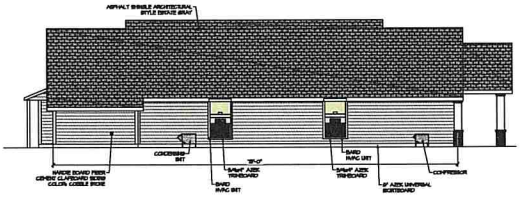
SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

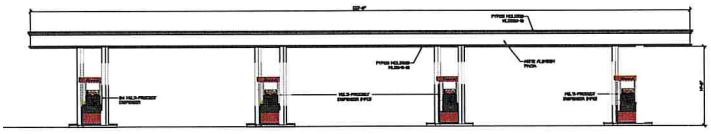


NORTH ELEVATION

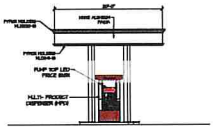


PROPOSED FREESTANDING SIGN

SIZE: - 7'-10"Ø = 48 SQ. FT.
LETTERS: - 1/8" PLEXIGLASS FACE ON 4-1/2" TRACK CAN
ILLUMINATION: - INTERNALLY ILLUMINATED HTH LED LIGHTING
- RUNWAY LETTERS
- WHITE COLOR BACKGROUND
- 9" RED LED GAS PRICE NUMBERS
- 9" GREEN LED DIESEL PRICE NUMBERS



GAS CANOPY FRONT ELEVATION



GAS CANOPY SIDE ELEVATION



TYPICAL BUILDING SIGN

SIZE: - 11 SQ. FT.
LETTERS: - 1/8" PLEXIGLASS FACE ON 4-1/2" TRACK CAN
ILLUMINATION: - INTERNALLY ILLUMINATED HTH LED LIGHTING
- RUNWAY LETTERS
- WHITE COLOR BACKGROUND

HIGHBRIDGE ROAD - HBR - 400

1098 HIGHBRIDGE ROAD - SCHENECTADY (T/ ROTTERDAM), NY 12303

DATE | NO. | REVISIONS

Stewart's Shops

SARATOGA SPRINGS, NY 12866

TEL. (518)581-3300 FAX (518)581-3371

DRAWN BY: JRB
SCALE: AS SHOWN
DATE: 1/2/24

DRAWING NO. T-1

TITLE: TITLE SHEET





HIGHBRIDGE ROAD - HBR - 400

1248 HIGHBRIDGE ROAD - SCHENECTADY (T/ ROTTERDAM), NY 12303

DATE	NO.	REVISIONS

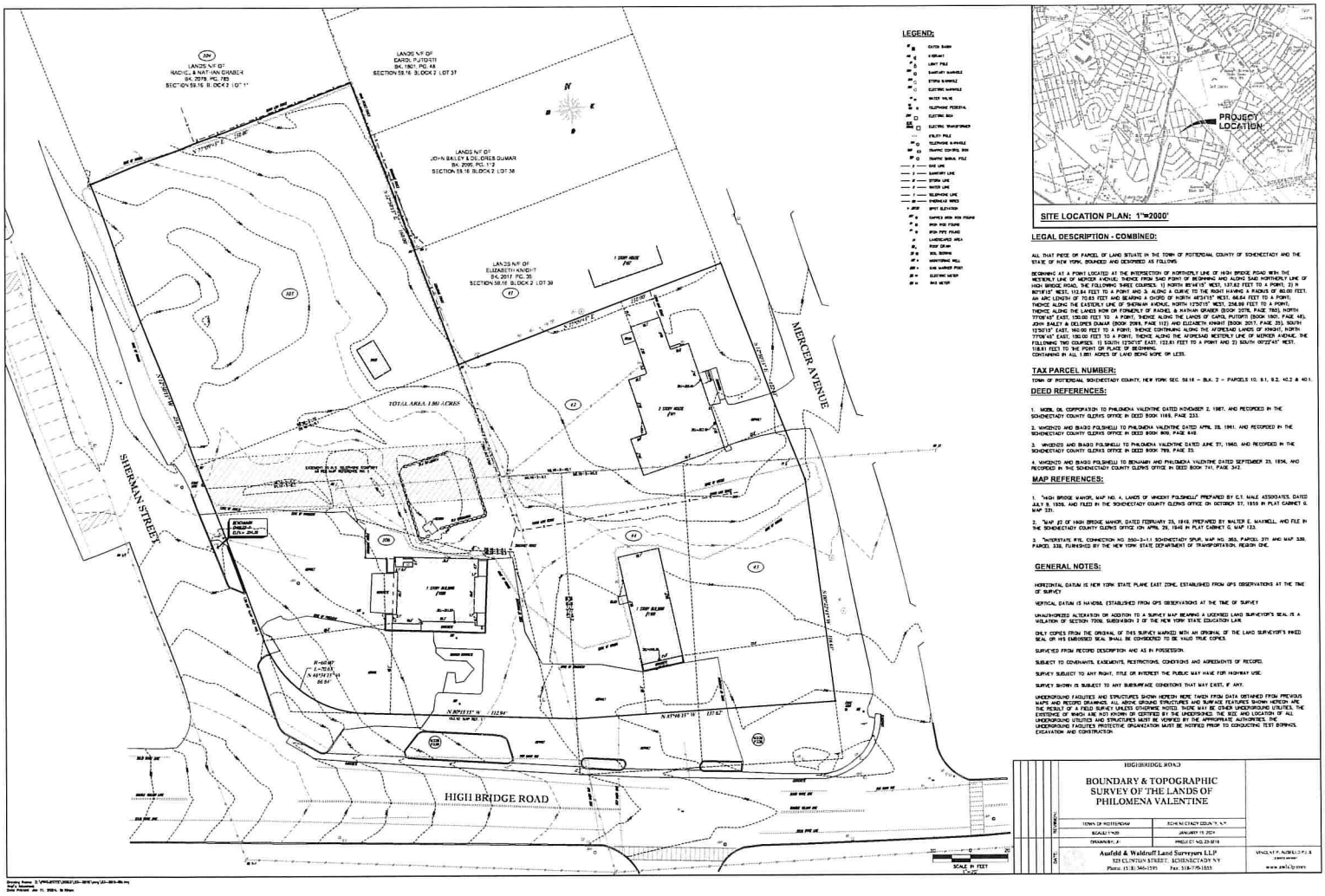
Stewart's Shops

SARATOGA SPRINGS, NY 12866
TEL. (518)581-1200 FAX (518)581-1209

DRAWN BY: JRS
SCALE: 1"=30'
DATE: 1/2/24

DRAWING NO. S-2

TITLE: PROPOSED SITE PLAN


LEGEND:
LANDS N/F OF RADICI, & NATHAN GRABER BK. 2078, PG. 783 SECTION 59.16 BLOCK 2 LOT 11
LANDS N/F OF CAROL PUTORTI BK. 1901, PG. 68 SECTION 59.16 BLOCK 2 LOT 37
LANDS N/F OF JOHN BAILEY & DELORES DUMAR BK. 2095, PG. 113 SECTION 59.16 BLOCK 2 LOT 38
LANDS N/F OF ELIZABETH KNIGHT BK. 2017, PG. 35 SECTION 59.16 BLOCK 2 LOT 39
TOTAL AREA 1.981 ACRES
SHERMAN STREET
MERCER AVENUE
HIGH BRIDGE ROAD
PROJECT LOCATION
SITE LOCATION PLAN: 1"=2000'
LEGAL DESCRIPTION - COMBINED:
ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF NORTHERLY LINE OF HIGH BRIDGE ROAD WITH THE WESTERLY LINE OF MERCER AVENUE; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHERLY LINE OF HIGH BRIDGE ROAD, THE FOLLOWING THREE COURSES, 1) NORTH 85°41'15" WEST, 137.62 FEET TO A POINT, 2) N 80°18'15" WEST, 112.94 FEET TO A POINT AND 3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 70.83 FEET AND BEARING A CHORD OF NORTH 46°34'15" WEST, 68.64 FEET TO A POINT; THENCE ALONG THE EASTERLY LINE OF SHERMAN AVENUE, NORTH 12°50'15" WEST, 256.99 FEET TO A POINT; THENCE ALONG THE LANDS N/OR OF FORMERLY OF RADICI, & NATHAN GRABER (BOOK 2078, PAGE 783), NORTH 77°09'45" EAST, 150.00 FEET TO A POINT, THENCE ALONG THE LANDS OF CAROL PUTORTI (BOOK 1901, PAGE 68), JOHN BAILEY & DELORES DUMAR (BOOK 2095, PAGE 113) AND ELIZABETH KNIGHT (BOOK 2017, PAGE 35), SOUTH 12°50'15" EAST, 180.00 FEET TO A POINT; THENCE CONTINUING ALONG THE AFORESAID LANDS OF KNIGHT, NORTH 77°09'45" EAST, 150.00 FEET TO A POINT; THENCE ALONG THE AFORESAID WESTERLY LINE OF MERCER AVENUE, THE FOLLOWING TWO COURSES, 1) SOUTH 12°50'15" EAST, 122.83 FEET TO A POINT AND 2) SOUTH 05°22'45" WEST, 118.81 FEET TO THE POINT OF PLACE OF BEGINNING.
CONTAINING IN ALL 1.981 ACRES OF LAND BEING MORE OR LESS.
TAX PARCEL NUMBER:
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK: SEC. 59.16 – BLK. 2 – PARCELS 10, 9.1, 9.2, 40.2 & 40.1.
DEED REFERENCES:
1. MODL OIL CORPORATION TO PHILOMENA VALENTINE DATED NOVEMBER 2, 1987, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 1185, PAGE 333.
2. VINCENZO AND BIAGIO POLSINELLI TO PHILOMENA VALENTINE DATED APRIL 28, 1961, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 809, PAGE 446.
3. VINCENZO AND BIAGIO POLSINELLI TO PHILOMENA VALENTINE DATED JUNE 27, 1960, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 789, PAGE 23.
4. VINCENZO AND BIAGIO POLSINELLI TO BENJAMIN AND PHILOMENA VALENTINE DATED SEPTEMBER 23, 1956, AND RECORDED IN THE SCHENECTADY COUNTY CLERKS OFFICE IN DEED BOOK 741, PAGE 342.
MAP REFERENCES:
1. "HIGH BRIDGE MANOR, MAP NO. 4, LANDS OF VINCENT POLSINELLI PREPARED BY C.T. MALE ASSOCIATES, DATED JULY 9, 1956, AND FILED IN THE SCHENECTADY COUNTY CLERKS OFFICE ON OCTOBER 17, 1956 IN PLAT CABINET G, MAP 231.
2. "MAP #2 OF HIGH BRIDGE MANOR, DATED FEBRUARY 25, 1948, PREPARED BY WALTER E. MAXWELL, AND FILE IN THE SCHENECTADY COUNTY CLERKS OFFICE ON APRIL 26, 1948 IN PLAT CABINET C, MAP 123.
3. "INTERSTATE RTE. CONNECTION NO. 350-3-1.1 SCHENECTADY SPUR, MAP NO. 350, PARCEL 371 AND MAP 330, PARCEL 330, FURNISHED BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, REGION ONE.
GENERAL NOTES:
HORIZONTAL DATUM IS NEW YORK STATE PLANE EAST ZONE, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY
VERTICAL DATUM IS NAVD88, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY
UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
SURVEYED FROM RECORD DESCRIPTION AND AS IN POSSESION.
SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.
SURVEY SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.
SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.
UNDERGROUND FACILITIES AND STRUCTURES SHOWN HEREON WERE TAKEN FROM DATA OBTAINED FROM PREVIOUS MAPS AND RECORD DRAWINGS. ALL ABOVE GROUND STRUCTURES AND SURFACE FEATURES SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. THE UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION AND CONSTRUCTION.
HIGHBRIDGE ROAD
BOUNDARY & TOPOGRAPHIC SURVEY OF THE LANDS OF PHILOMENA VALENTINE
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, N.Y.
SCALE: 1"=20'
JANUARY 19, 2024
DRAWN BY: JF
PROJECT NO. 23-0818
Aufeld & Waldruff Land Surveyors LLP
523 CLINTON STREET, SCHENECTADY NY
Phone: (518) 346-1591 Fax: 518-770-1855
SCALE IN FEET

Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC2024-10
Moved by Mr. Collins seconded by Mr. Miglucci
Applicant: Stewart's Shops Corp.

Resolution Adopting a Report and Recommendation on the Change of Zone Request by Stewart's Shops Corp.

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Stewart's Shops Corp. ("Applicant") for a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Street, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1; and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on January 24, 2024 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its representative, Chuck Marshall, presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on February 6, 2024; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on February 6, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Miglucci,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns a total of ±1.86 acres consisting of five separate parcels located on the corner of Highbridge Road, Mercer Street, and Sherman Street. 106 Sherman Street is currently vacant, 102 Sherman Street surrounds Tax Parcel 59.16-2-9.2 which previously operated as a gas station/auto repair facility that has not been in operation for several years, 1100 Highbridge Road contains a dilapidated structure that was previously utilized as a convenience store and deli, and 101 Mercer Avenue which is currently a two-family residence. The Applicant seeks the change of zone to facilitate the construction of a new Stewart's Shop (convenience store) with fuel pumps. The property was previously developed with a motor vehicle fueling station and convenience store on separate properties. Over the last 40 years or so, modernization of these types of uses have evolved and the combining of these two uses into one building site is standard. The Town Zoning Code was

amended to recognize this and updates to the Town Code in regards to Convenience Stores was amended on April 11, 2001 by the Town Board.

Rezoning the parcel would expand the allowable uses to include, in addition to uses allowed in the B-1 zoning district, the following:

- Establishments for making, assembling or repairing articles, with all such activities and Storage located entirely within an enclosed building;
- Commercial health and recreation establishments;
- Wholesale business and storage conducted entirely within an enclosed building;
- Data processing and computer services;
- Motor vehicle repair shops (special use permit);
- Propane gas filling stations (special use permit);
- Car washes (special use permit);
- Dry-cleaning laundry facilities (special use permit);
- Mass transportation facilities (special use permit);
- Drive-in establishments (special use permit);
- Public utility or communications installations (special use permit);
- Hotels and motels (special use permit);
- Contractor's shops and equipment storage yards (special use permit);
- Veterinary hospitals (special use permit);
- Motor vehicle sales and rental establishments (special use permit);
- Motor vehicle fuel filling stations (special use permit); and
- Convenience stores (special use permit).

There would be no change in the required lot area or lot frontage; the B-1 and B-2 zoning districts both require a minimum lot area of 15,000 square feet, with a minimum lot width of 100 feet.

2. Subject to the considerations set forth below in Paragraph 3, the Planning Commission hereby adopts **a positive recommendation** on the Stewart's Shops Corp. Change of Zone request for the following reasons: The proposed Change of Zone would permit the existing abandoned motor vehicle repair facility and deli located on the site to be demolished and the site redeveloped, modernized, and expanded. Pursuant to the Town's Comprehensive Plan, this property is in/near a Key Regional Access point which promotes the accessibility of the Town in the Capital Region and beyond. Enhancing regional connections and gateways creates a sense of place and creates opportunities to attract future business, industry, employers, and residents and provides an opportunity for marketing the Town. The property is in the "gateway" to the Highbridge neighborhood and currently an eyesore. Permitting a redevelopment/expansion of this property into a Stewart's Shop would be an asset to the community and would align with the goals set forth in the Comprehensive Plan.

3. This recommendation is subject to the following considerations:

    a. The various lots should be consolidated into one parcel if and when the Applicant seeks approval to redevelop the parcels for a new Stewart's Shop.

b. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay
Kimberly Ricker Scannell	**X**	
Mark D'Alessandro		**X**
Wayne Calder	**X**	
Clark Collins	**X**	
Joseph Miglucci	**X**	
Lynn Flansburg	**X**	
Joseph Signore	**X**	

Peter J. Comenzo
Senior Planner

Kimberly Ricker Scannell
Planning Commission Chairman

PUBLIC HEARING #2

2/28/24

- For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens (RP-467).

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, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 105.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND §255-2 OF ARTICLE I, SENIOR CITIZENS EXEMPTIONS; IMPLEMENTATION OF STATUTORY PROVISIONS, AND SCHEDULE A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens pursuant to the attached schedule listed "Proposed Schedule for Senior Citizens (RP-467)".

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 28th day of February, 2024 for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens (RP-467).

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

DATED: February 14, 2024
Daily Gazette: Please publish once on February 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

Proposed Schedule for Senior Citizens (RP-467)

Scale:

$34,000-less	50%
$34,001-$34,999	45%
$35,000-$35,999	40%
$36,000-$36,999	35%
$37,000-$37,899	30%
$37,900-$38,799	25%
$38,800-$39,699	20%
$39,700-$40,599	15%
$40,600-$41,499	10%
$41,500-$42,400	5%

STATE OF NEW YORK

3085--A

2021-2022 Regular Sessions

IN SENATE

January 27, 2021

Introduced by Sen. STEWART-COUSINS -- read twice and ordered printed, and when printed to be committed to the Committee on Aging -- recommitted to the Committee on Aging in accordance with Senate Rule 6, sec. 8 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the real property tax law, in relation to increasing the amount of income property owners may earn for the purpose of eligibility for the property tax exemption for persons sixty-five years of age or over and for persons with disabilities and limited income

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Paragraph (a) of subdivision 3 of section 467 of the real property tax law, as amended by chapter 558 of the laws of 2021, is amended to read as follows:

(a) if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of three thousand dollars, or such other sum not less than three thousand dollars nor more than twenty-six thousand dollars beginning July first, two thousand six, twenty-seven thousand dollars beginning July first, two thousand seven, twenty-eight thousand dollars beginning July first, two thousand eight, twenty-nine thousand dollars beginning July first, two thousand nine, fifty thousand dollars beginning July first, two thousand twenty-two, and in a city with a population of one million or more fifty thousand dollars beginning July first, two thousand seventeen, as may be provided by the local law, ordinance or resolution adopted pursuant to this section. Where the taxable status date is on or before April fourteenth, income tax year shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return for the year before the income tax year immediately preceding the date of application and where the taxable status date is on or after April fifteenth, income tax

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [ ] is old law to be omitted.

LBD01417-02-2

PRINTED ON RECYCLED PAPER

year shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return for the income tax year immediately preceding the date of application. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife is absent from the property as provided in subparagraph (ii) of paragraph (d) of this subdivision, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts, inheritances, payments made to individuals because of their status as victims of Nazi persecution, as defined in P.L. 103-286 or monies earned through employment in the federal foster grandparent program and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance, if the governing board of a municipality, after a public hearing, adopts a local law, ordinance or resolution providing therefor. In addition, an exchange of an annuity for an annuity contract, which resulted in non-taxable gain, as determined in section one thousand thirty-five of the internal revenue code, shall be excluded from such income. Provided that such exclusion shall be based on satisfactory proof that such an exchange was solely an exchange of an annuity for an annuity contract that resulted in a non-taxable transfer determined by such section of the internal revenue code. Furthermore, such income shall not include the proceeds of a reverse mortgage, as authorized by section six-h of the banking law, and sections two hundred eighty and two hundred eighty-a of the real property law; provided, however, that monies used to repay a reverse mortgage may not be deducted from income, and provided additionally that any interest or dividends realized from the investment of reverse mortgage proceeds shall be considered income. The provisions of this paragraph notwithstanding, such income shall not include veterans disability compensation, as defined in Title 38 of the United States Code provided the governing board of such municipality, after public hearing, adopts a local law, ordinance or resolution providing therefor. In computing net rental income and net income from self-employment no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income;

§ 2. Paragraph (a) of subdivision 5 of section 459-c of the real property tax law, as amended by chapter 131 of the laws of 2017, is amended to read as follows:

(a) if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of three thousand dollars, or such other sum not less than three thousand dollars nor more than twenty-six thousand dollars beginning July first, two thousand six, twenty-seven thousand dollars beginning July first, two thousand seven, twenty-eight thousand dollars beginning July first, two thousand eight, twenty-nine thousand dollars beginning July first, two thousand nine, <u>and fifty thousand dollars beginning July first, two thousand twenty-two,</u> and in a city with a population of one million or more fifty thousand dollars beginning July first, two thousand seventeen, as may be provided by the local law or resolution adopted pursuant to this

PRINTED ON RECYCLED PAPER

section. Income tax year shall mean the twelve month period for which the owner or owners filed a federal personal income tax return, or if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts, inheritances or monies earned through employment in the federal foster grandparent program and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance, if the governing board of a municipality, after a public hearing, adopts a local law or resolution providing therefor. In computing net rental income and net income from self-employment no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income;

§ 3. This act shall take effect immediately.

PRINTED ON RECYCLED PAPER

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 on Wednesday, January 24, 2007 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 85.07

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 10th day of January 2007 at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, at 7:00 p.m., upon adoption of a **Proposed Local Law of the Year 2007,** for the following purpose:

> **To amend §255-2 of Article I, Senior Citizens Exemption, of the Code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens through calendar year 2009.**

WHEREAS, all persons were duly heard both in the affirmative and negative thereon; **NOW**

THEREFORE, UPON MOTION of Councilmember Signore, seconded by Councilmember Mertz, it is hereby

RESOLVED AS FOLLOWS:

LOCAL LAW NO. THREE (3) OF THE YEAR 2007

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ROTTERDAM

SECTION 1. Amend §255-2 of Article I, Senior Citizens Exemption of the Code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions," as follows:

ARTICLE I, Senior Citizens Exemption [Adopted 1-20-1971 by L.L. No. 1-1971]

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§ 255-2. Exemptions; implementation of statutory provisions. [Last amended 2-14-2001 by L.L. No. 3-2001]

A. Purpose: Adopting a graduated minimum income exemption eligibility level for the granting of a partial exemption from real property taxation to certain persons 65 years of age and applicable for assessment rolls prepared on the basis of taxable status dates occurring on or after March 1, 2005, for the Town of Rotterdam as provided in § 467 of the Real Property Tax Law of the State of New York pursuant to the following schedule: [Amended 3-12-2003 by L.L. No. 4-2003; 2-23-2005 by L.L. No. 5-2005]

2006
SENIOR CITIZENS (RP-467)

ANNUAL INCOME	PERCENTAGE ASSESSED VALUATION EXEMPT FROM TAXATION

Less than $26,000	50%
More than $26,001 but less than $26,999.99	45%
More than $27,000 but less than $27,999.99	40%
More than $28,000 but less than $28,999.99	35%
More than $29,000 but less than $29,899.99	30%
More than $29,900 but less than $30,799.99	25%
More than $30,800 but less than $31,699.99	20%
More than $31,700 but less than $32,599.99	15%
More than $32,600 but less than $33,499.99	10%
More than $33,500 but less than $34,399.99	5%

2007
SENIOR CITIZENS (RP-467)

ANNUAL INCOME	PERCENTAGE ASSESSED VALUATION EXEMPT FROM TAXATION
Less than $27,000	50%
More than $27,001 but less than $27,999.99	45%
More than $28,000 but less than $28,999.99	40%
More than $29,000 but less than $29,999.99	35%
More than $30,000 but less than $30,899.99	30%
More than $30,900 but less than $31,799.99	25%
More than $31,800 but less than $32,699.99	20%
More than $32,700 but less than $33,599.99	15%
More than $33,600 but less than $34,499.99	10%
More than $34,500 but less than $35,399.99	5%

2008
SENIOR CITIZENS (RP-467)

ANNUAL INCOME	PERCENTAGE ASSESSED VALUATION EXEMPT FROM TAXATION
Less than $28,000	50%
More than $28,001 but less than $28,999.99	45%
More than $29,000 but less than $29,999.99	40%
More than $30,000 but less than $30,999.99	35%
More than $31,000 but less than $31,899.99	30%
More than $31,900 but less than $32,799.99	25%
More than $32,800 but less than $33,699.99	20%
More than $33,700 but less than $34,599.99	15%
More than $34,600 but less than $35,499.99	10%
More than $35,500 but less than $36,399.99	5%

2009
SENIOR CITIZENS (RP-467)

ANNUAL INCOME	PERCENTAGE ASSESSED VALUATION EXEMPT FROM TAXATION
Less than $29,000	50%
More than $29,001 but less than $29,999.99	45%
More than $30,000 but less than $30,999.99	40%
More than $31,000 but less than $31,999.99	35%
More than $32,000 but less than $32,899.99	30%
More than $32,900 but less than $33,799.99	25%
More than $33,800 but less than $34,699.99	20%
More than $34,700 but less than $35,599.99	15%

More than $35,600 but less than $36,499.99	10%
More than $36,500 but less than $37,399.99	5%

B. The aforesaid exemption may be subject to the following conditions, to wit:

(1) No exemption shall be granted if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the maximum sum listed in any given year. "Income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts, inheritances or moneys earned through employment in the federal foster grandparent program, and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance. In computing net rental income and net income from self-employment no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income.

(2) No exemption shall be granted unless the property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption herein:

(3) No exemption shall be granted unless the real property is the legal residence of and is occupied in whole or in part by the disabled person; except where the disabled person is absent from the residence while receiving health-related care as an inpatient of a residential health care facility, as defined in § 2801 of the Public Health Law, provided that any income accruing to the person shall be considered income for purposes of this section only to the extent that it exceeds the amount paid by such person or spouse or sibling of such person for care in the facility.

SECTION 2. This local law shall take effect upon filing with the Secretary of State as required by Section 27 of the Municipal Home Rule Law and by posting of appropriate signage.

BY ORDER OF THE ROTTERDAM TOWN BOARD
Eunice O. Esposito, Town Clerk

DATED: January 24, 2007
Town Clerk
Post

I, Eunice O. Esposito, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution as adopted by the Town Board of the Town of Rotterdam on January 24, 2007 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original 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 meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 25, 2007.

Eunice O. Esposito

EUNICE O. ESPOSITO
TOWN CLERK

RESOLUTION NO. 108.24

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the February 14, 2024 Town Board meeting as attached.

SECTION 2. This resolution shall become effective February 28, 2024

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 20, 2024
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the February 14, 2024 Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: February 28, 2024.

TO BE PLACED ON TOWN BOARD MEETING OF**:** February 28, 2024.

Background Information: Attached. To adopt the meeting minutes from the February 14, 2024 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of February 28, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

February 16, 2024

Certified Resolutions: #89-#106 for the year 2024 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, February 14, 2024 at 7:00 p.m. The Town Board Agenda Meeting started at approximately 6:42 p.m. and was adjourned at approximately 7:00 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Agenda Meeting. The Town Board Meeting started at approximately 7:00 p.m. and Motion#11 was made by Councilmember Dodson and seconded by Councilmember Mastroianni at approximately 7:45p.m. to go into executive session. The executive session ended at approximately 9:04 p.m. The Town Board meeting continued at approximately 9:04 p.m. and the Town Board meeting was adjourned at approximately 9:09 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. 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

February 14, 2024
7:00 PM
Agenda Review 6:30 PM

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

11.24 Motion made to go into executive session.

RESOLUTIONS

89.24 To accept Town Board meeting minutes. *Pg. 4*

90.24 To appoint Alison Grace to the position of Comptroller. *Pg. 47*

91.24 To approve budget transfers to the 2024 budget. *Pg.54*

92.24 To accept revenue for Town Clerk's office for January 2024. *Pg. 57*

93.24 Authorize the Supervisor to negotiate and execute an agreement with Cintas Corporation. *Pg. 63*

94.24 To recognize the introduction of Introductory Local Law ___ of 2024; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from Single Family Residential (R-1) to Light Industrial (I-1) and refer to the Planning Commission for report and recommendation. *Pg. 71*

95.24 To authorize a release of retainage to Consulting Engineering Inc. *Pg. 102*

96.24 Call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand. *Pg. 111*

97.24 Call for bids for Highway Materials: Manhole Grates & Frames and Manhole Round Risers. *Pg. 127*

98.24 Call for bids for On Call Maintenance Contract Services. *Pg. 145*

99.24 Call for bids for On Call Plumbing Construction Services. *Pg. 170*

100.24 To extend the bid contract for Tree Cutting and Removal Services with Harmony Tree Service LLC. *Pg. 195*

101.24 To declare lead agency for SEQR review on a change of zone request of ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) for property located at Highbridge Road, Mercer Avenue, and Sherman Street. *Pg. 221*

102.24 To call for a public hearing on the proposed Introductory Local Law __ of 2024; To amend chapter 270, Zoning, of the Town Code relating to a change of zone from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) for property located at Highbridge Road, Mercer Avenue, and Sherman Street. *Pg. 227*

103.24 To authorize the purchase of one excavator for the Highway Department. *Pg. 240*

104.24 To negotiate and execute an agreement with Laberge Group for professional grant writing services for the 2023-24 DHSES V-Fire Grant Program. *Pg. 243*

105.24 To recognize the introduction of Introductory Local Law No. __ of 2024; To amend §255-2 of article I, Senior Citizens Exemptions; implementation of statutory provisions, and schedule a public hearing thereon. *Pg. 255*

106.24 To authorize the Supervisor to execute a supplemental healthcare insurance contract with Blue Cross Anthem for 2024. *Pg. 266*

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION

- Personnel matter related to employee 02142024 with invited guest Nathaniel Nichols Esq.

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, February 14, 2024, at 7:00 p.m., the following motion passed:

MOTION 11.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York**, DO HEREBY CERTIFY** that the foregoing motion was approved by the Town Board of the Town of Rotterdam on February 14, 2024 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 89.24

TO ACCEPT TOWN BOARD MEETING MINUTES

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

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 24, 2024 and February 5, 2024 town board meetings as attached.

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

For the January 24, 2024 meeting minutes Ronald Schlag Abstained as he was absent from that meeting.

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 February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 90.24

TO APPOINT ALISON GRACE TO THE POSITION OF COMPTROLLER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Alison Grace of Schenectady, New York is hereby appointed to the position of Comptroller, full time, with full employee benefits and subject to pre-employment background checks, at an annual salary of $125,000.00 based upon a 40-hour work week, commencing March 18th, 2024 through December 31, 2025.

SECTION 2. Alison Grace shall receive all of the benefits afforded CSEA members, including annual C.O.L.A.'s and longevity with the exception of the ability to earn overtime and/or compensatory time.

SECTION 3. Alison Grace shall receive the alternate vacation accrual schedule as defined below:

1st year – Initial balance of two (2) weeks with an additional two (2) weeks on six (6) month anniversary.

On 1st through 4th anniversary – four (4) weeks

On 5th anniversary and beyond – five (5) weeks

SECTION 4. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 91.24

TO APPROVE BUDGET TRANSFERS TO THE 2024 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Fund	***Account No.***		***Title***	***Amount***
General	A1620 4601	FROM:	Preventive Maint. & Supply	-685.00
Highway	DA5142 4713	INTO:	Hwy Salt Snow	+685.00

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 92.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR JANUARY 2024

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

SECTION 1. The Town Clerk's report for the month of January 2024, has been placed on file and the Town Clerk's check in the amount of ten thousand four hundred fifty-nine dollars and 43/100 ($10,459.43) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective February 14, 2024

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 93.24

AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CINTAS CORPORATION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Cintas Corporation for traffic mat cleaning services at Rotterdam Town Hall and the Rotterdam Senior Citizens Center for the year 2024, in accordance to the attached proposals.

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 94.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW ___ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO LIGHT INDUSTRIAL (I-1) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on approximately 0.35 acres from Single Family Residential (R-1) to Industrial Light (I-1) to facilitate the construction of a ±2,000 square foot storage garage, located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12).; NOW

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 hereby recognizes the introduction of Introductory Local Law No. ____ of 2024 to amend Chapter 270, Zoning, of the Town Code, for a change of zone from Single Family Residential (R-1) to Light Industrial (I-1), located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12), to facilitate the construction of a ±2,000 square foot storage garage.

SECTION 2. The Town Board hereby refers this Introductory Local Law No. ____ of 2024 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 95.24

TO AUTHORIZE A RELEASE OF RETAINAGE TO CONSULTING ENGINEERING INC.

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 hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to Consulting Engineering Inc., located at 19655 Tanbark Lane, Strongsville, Ohio 44149, for the Rotterdam Junction Leak Detection Survey- Contract No. 1, in the total amount, not to exceed nineteen thousand nine hundred sixty-three and 00/100 dollars ($19,963.00).

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 96.24

CALL FOR BIDS FOR HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL, & SAND

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Crushed Limestone, Gravel, & Sand.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 1st day of March 2024, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: CRUSHED LIMESTONE, GRAVEL, & SAND

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

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 10:00A.M., FRIDAY, MARCH 1, 2024

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 14, 2024
BidNet: Please publish on February 16, 2024
Daily Gazette: Please publish once on February 18, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective February 14, 2024

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 97.24

CALL FOR BIDS FOR HIGHWAY MATERIALS: MANHOLE GRATES & FRAMES AND MANHOLE ROUND RISERS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Highway Materials: Manhole Grates & Frames and Manhole Round Risers.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 1st day of March 2024, at 10:15 A.M., will be opened electronically and in person at that time. The town board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

HIGHWAY MATERIALS: MANHOLE GRATES & FRAMES AND MANHOLE ROUND RISERS

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

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 10:15A.M., FRIDAY, MARCH 1, 2024.

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 14, 2024
BidNet: Please publish on February 16, 2024
Daily Gazette: Please publish once on February 18, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 98.24

CALL FOR BIDS FOR ON CALL MAINTENANCE CONTRACT SERVICES

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 call for bids for On call Maintenance Contract Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 1st day of March 2024, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL MAINTENANCE CONTRACT SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:00A.M., FRIDAY, MARCH 1, 2024

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 14, 2024
BidNet: Please publish on February 16, 2024
Daily Gazette: Please publish once on February 16, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective February 14, 2024

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 99.24

CALL FOR BIDS FOR ON CALL PLUMBING CONSTRUCTION SERVICES

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 hereby authorizes the Supervisor to call for bids for On Call Plumbing Construction Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 1st day of March 2024, at 11:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL PLUMBING CONSTRUCTION SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:15 A.M., FRIDAY, MARCH 1, 2024

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

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

DATED: February 14, 2024
BidNet: Please publish on February 16, 2024
Daily Gazette: Please publish once on February 16, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective February 14, 2024

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 100.24

TO EXTEND THE BID CONTRACT FOR TREE CUTTING AND REMOVAL SERVICES WITH HARMONY TREE SERVICE LLC

WHEREAS, on April 13, 2022, the Town Board of the Town of Rotterdam passed resolution 130.22 awarding the Tree Cutting and Removal Services to Harmony Tree Service LLC, and within the bid packet under general requirements, section 5 it is noted that at the mutual consent of both the Town and the Contractor, the term of the contract and or bid price may be extended to a second or third year; and

WHEREAS, on February 8, 2023 the Town Board passed Resolution 82.23 extending the bid contract to Harmony for the second year; 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 of the Town of Rotterdam hereby authorizes to extend the awarded bid contract for Tree Cutting & Removal Services, with Harmony Tree Service LLC of 350 Mariaville Rd. Rotterdam, New York 12306 through April 13, 2025, in the amount(s) not to exceed the original agreement prices set forth in Certified Resolution #130.22 dated April 13, 2022.

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

SECTION 3. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 101.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE REQUEST OF ±1.86 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) FOR PROPERTY LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Avenue, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

SECTION 3. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 102.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) AND RETAIL BUSINESS (B-1) TO GENERAL BUSINESS (B-2) FOR PROPERTY LOCATED AT HIGHBRIDGE ROAD, MERCER AVENUE, AND SHERMAN STREET

WHEREAS, the Town Board passed Resolution No. 79.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the town code, relating to a change of zone from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2); and

WHEREAS, the Planning Commission, on February 6, 2024 issued a positive recommendation on the change of zone requested by Stewart's Shops Corp.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on February 14, 2024; NOW

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 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 28th day of February, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law ___ of 2024; a Change of Zone request on ±1.86 acres from Single Family Residential (R-1) and Retail Business (B-1) to General Business (B-2) to facilitate the construction of a ±3,975 square foot Stewart's Convenience Store with four (4) fueling islands. Property is located at Highbridge Road, Mercer Avenue, and Sherman Street and comprises 5 parcels of property known as Tax Map No. 59.16-2-10, 59.16-2-9.2, 59.16-2-9.1, 59.16-2-40.2 and 59.16-2-40.1.

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

DATED: February 14, 2024
Daily Gazette: Please publish once on February 16, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 103.24

TO AUTHORIZE THE PURCHASE OF ONE EXCAVATOR FOR THE HIGHWAY DEPARTMENT

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 purchase of one 308 Caterpillar Excavator, from Milton Cat, located at 500 Commerce Drive Clifton Park NY, with compliance under OGS Contract #PC69406 in the amount not to exceed one hundred fifty-four thousand eight hundred twenty-eight and 72/100 ($154,828.72) dollars, paid out of fund line DA5110-2000, Highway Equipment.

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 104.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABERGE GROUP FOR PROFESSIONAL GRANT WRITING SERVICES FOR THE 2023-24 DHSES V-FIRE GRANT PROGRAM

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 Laberge Group, located at 4 Computer Drive West, Albany, New York 12205, for professional grant writing services and application submitting related to the SFY2023-2024 Volunteer Fire Infrastructure & Response Equipment (V-FIRE) Grant Program, in a lump sum amount of six thousand five hundred and 00/100 ($6,500.00) dollars plus expenses.

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

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

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, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 105.24

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2024; TO AMEND §255-2 OF ARTICLE I, SENIOR CITIZENS EXEMPTIONS; IMPLEMENTATION OF STATUTORY PROVISIONS, AND SCHEDULE A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens pursuant to the attached schedule listed "Proposed Schedule for Senior Citizens (RP-467)".

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 28th day of February, 2024 for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2024; To amend §255-2 of Article I, Senior Citizens Exemptions; of the code of the Town of Rotterdam entitled, "Exceptions; implementation of statutory provisions" by increasing the exemption levels for Senior Citizens (RP-467).

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

DATED: February 14, 2024
Daily Gazette: Please publish once on February 16, 2024
Town Clerk
Post

SECTION 3. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, February 14, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 106.24

TO AUTHORIZE THE SUPERVISOR TO EXECUTE A SUPPLEMENTAL HEALTHCARE INSURANCE CONTRACT WITH BLUE CROSS ANTHEM FOR 2024

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 a healthcare insurance contract with Blue Cross Anthem for employee healthcare coverage in the year 2024.

SECTION 2. This resolution shall become effective February 14, 2024.

DATED: February 14, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on February 14, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this February 16, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 109.24

TO APPOINT AMANDA LAWSON TO THE POSITION OF PAYROLL AUDIT CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Amanda Lawson, of Rotterdam, New York 12306, is hereby appointed to the position of Payroll Audit Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty thousand nine hundred fifty-five and 59/100 ($50,955.59) dollars, commencing February 29, 2024.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 21, 2024

TO: Mollie A. Collins, Town Supervisor

FROM: P. Sebesta, Deputy Comptroller

TITLE OF REQUEST: Appoint Amanda Lawson to the position of Payroll Audit Clerk

TOWN BOARD MEETING: February 28, 2024

Background Information: Ms. Lawson is currently a town employee in the Highway Department. As an employee there she has verified Highway attendance records and coordinated with the payroll department.

Evaluation/Analysis: Ms. Lawson would be an asset to the Comptroller's Office. She has experience with time sheets, accounts payable/receivable, budget modifications, Microsoft Suite and good communication skills.

Recommendation(s): Recommend to appoint Amanda Lawson to the position of Payroll Audit Clerk.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.

Schenectady County

Human Resources & Civil Service
620 State Street
Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS LIBRARIES AND SPECIAL DISTRICTS

1. Payroll Audit Clerk _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
FEB 07 2024
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

Lawson Amanda M
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

[redacted]
County City, Town, Village State Zip

Home Phone Number [redacted]

Email Address [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number _____ - _____ - _____

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/_____

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Schalmont		

5. Citizenship

A. Are you currently a U.S. Citizen? YES ☒ NO ☐

B. If not, do you have the legal right to accept Employment in the United States? YES ☐ NO ☐
Please give alien registration number:
_____

C. Are you a retiree from New York State or any civil division thereof? YES ☐ NO ☐

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ **Military** ☐ **Disability** ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☐ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		X
Did you serve in the Armed Forces during any of the following periods:		
February 28, 1961 – May 7, 1975		
August 2, 1990 – end of hostilities		
*Lebanon: June 1, 1983 – December 1, 1987		
*Granada: October 23, 1983 – November 21, 1983		
*Panama: December 20, 1989 – January 31, 1990		
**Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		X
Did you ever resign from any employment rather than face dismissal?		X
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		X
Have you ever been convicted of any crime (felony or misdemeanor)?		X
Are you now under charges for any crime?		X
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		X

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS:_____

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:			Specialty:		
License Number:					
Granted by (Licensing Agency):			City/State		
Date License First Issued:		Registered From:		Registered To:	

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Schalmont CSD 4 Sabre Dr. Sch'dy NY. 12306	
Equivalency Diploma Number:		

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
S.C.C.C.		A.S.	Human Services	X		[redacted]
SUNY Oneonta		B.S.	Psychology	X		

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties,* clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. *If you move to a different position within the same organization, indicate so in a separate employment box.* You may attach additional sheets if you need more space.

Length of Employment

From: [redacted]

To: [redacted]

Month/Year (mm/yyyy)

Employment Details

Your Exact Title: Account Clerk

Name of Your Supervisor: Larry Lamora

Supervisor's Title: Hwy Superintendent

Hours worked / wk. (exclusive of overtime): 35hrs/wk.

Reason for Leaving:

Firm Name: Town of Rotterdam

Firm Address: 1100 Sunrise Blvd.

Description of Duties:

- assist. w/ payroll duties
- accounts payable & receivable
- compile data based on daily crew assignments
- organize & file paperwork appropriately
- balance budget
- direct communication w/ residents & other depts. w/in town

Length of Employment

From: [redacted]

To: [redacted]

Month/Year (mm/yyyy)

Employment Details

Your Exact Title: Traffic Clerk

Name of Your Supervisor: Mark Mayer

Supervisor's Title: Traffic Manager

Hours worked / wk. (exclusive of overtime): 40hrs/wk

Reason for Leaving:

Firm Name: Golub Corp.

Firm Address: 501 Duanesburg Rd.

Description of Duties:

- scheduling warehouse deliveries for all depts.
- scheduling product pick-up for Golub Transportation
- Direct correspondence w/ all depts, vendors, & buyers.

Length of Employment	Firm Name:	Schalmont CSD
From: [redacted]	Firm Address:	4 Sabre Drive Sch'dy 12306
To: Month/Year (mm/yyyy)	Description of Duties:	- provide direct classroom support w/ instruction - modify lesson plans based on student needs - Implement de-escalation strategies for students w/ behaviors.
Employment Details		
Your Exact Title: Teaching Assistant		
Name of Your Supervisor: Shari Rosato		
Supervisor's Title: Director of Special Ed.		
Hours worked / wk. (exclusive of overtime): 30hrs./wk		
Reason for Leaving: lay-offs due to Covid		

Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	Description of Duties:	
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

Amanda Lawson — Signature of Applicant

Amanda Lawson — Print Name

2-7-24 — Date

(State below any other name by which you have been known)

RESOLUTION NO. 110.24

TO AUTHORIZE CHANGE ORDERS NO. 1, 2 AND 3 WITH BUNKOFF GENERAL CONTRACTORS INC. FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Orders No. 1, 2 and 3 with Bunkoff General Contractors Inc, located at 790 Watervliet Shaker Road, Latham, NY 12110, for the Rotterdam Town Hall Renovations, Contract 1 – General Construction, for a cost deduction of $1,185.00 for roof railing modifications, a cost increase of $2,886.00 for infill and gypsum patch as required to infill 5 abandoned air conditioner unit openings, and a cost increase of $955.00 for modifications to Vestibule 101 ceiling, for a total cost increase of two thousand six hundred fifty six and 00/100 ($2,656.00) dollars, and a new contract sum totaling one million, one hundred thirty thousand, six hundred fifty six and 00/100 ($1,130,656.00) dollars.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	February 15, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Orders #1-#3, Bunkoff General Contractors, Inc.
TOWN BOARD MEETING:	February 28, 2024
Background Information:	Bunkoff General Contractors Inc. is the General Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted 3 (three) change orders for Bunkoff General Contractors, Inc. for the Rotterdam Town Hall Renovations. Change order #1 is for the roof railing modifications. Change order #2 is for infill and gypsum patch as required to infill 5 abandoned air conditioner unit openings. Change Order #3 is for modifications to Vestibule 101 ceiling.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Bunkoff General Contractors, Inc. in amount not to exceed $2,656.00.
Attachment/Document(s):	Barton & Loguidice Change Orders dated February 6, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: GC CO 001

Date: 02/06/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is for the roof railing modifications, see attached documentation.

The original Contract Sum was	$	1,128,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,128,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	-1,185.00
The new Contract Sum including this Change Order will be	$	1,126,815.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Bunkoff General Contractors, Inc.	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Nathan Bunkoff - President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
02/14/2024	02/07/24	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA44)

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 001R

DATE: 2/2/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Credit associated with the roof rail design change per RFI 005 and A-SK02 7 Line to 2 Line Roof Rails

TOTAL CHANGE: ($1,185.00)

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 001R

_____
Title

_____
Date

By Nathan Bunkoff
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 1

DESCRIPTION: Roof Rail Changes per RFI 005 Response & A-SK02 7 line to 2 line Rail

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Operator C	0	$102.92	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter	0	$77.66	$0.00
Laborer	0	$79.37	$0.00
Painter / Taper	0	$69.18	$0.00
		Labor Cost	$0.00
		Overhead @ 10%	$0.00
		Subtotal	$0.00
		Profit @ 10%	$0.00
		TOTAL FOR PART A:	$0.00

Part B: Miscellaneous Costs, as detailed in BGC702=====> Miscellaneous Cost $0.00

Overhead @ 10% $0.00

Subtotal $0.00

Profit @ 10% $0.00

TOTAL FOR PART B: $0.00

Part C: Material, as detailed in BGC703==========> Material Cost $0.00

Overhead @ 10% $0.00

Subtotal $0.00

Profit @ 10% $0.00

TOTAL FOR PART C: $0.00

Part D: Equipment, as detailed in BGC703==========> Equipment Cost $0.00

Overhead @ 10% $0.00

Subtotal $0.00

Profit @ 10% $0.00

TOTAL FOR PART D: $0.00

Part E: Subcontractor Quotes

Weldstream	($1,185.00)
Subcontractors Cost	($1,185.00)
Profit @ 10%	
TOTAL FOR PART E:	($1,185.00)

DAYS DELAYED tbd

SUBTOTAL ($1,185.00)

3% bonds and insurance

TOTAL FOR THIS CHANGE: ($1,185.00)

February 2, 2024

Project Manager - Jenniffer Wright — Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

WeldStream, LLC
Fabrication and Piping Solutions
Ph: 518.225.4127
Email: Matt@weldstreamfab.com

ATTN: Estimating 1/29/2024
RE: Changes to roof railing
Rotterdam Town Hall

We are pleased to provide you with a credit from the original contract amount-

Engineering cost due to design change -	$ 1,000.00
Credit for railing for change from 7 line to 2 line -	$ 985.00
Credit for removal of 1 WT installation -	$ 1,200.00
Total credit to contract amount -	**$ 1,185.00**

Due to volatile material pricing, some materials may have to be repriced at the time of order or release. Price provided is good for 14 days.

Standard Exclusions: Engineering, design, PE stamp, calculations, surveying, permits, testing, demolition, AISC certification, gauge material, liquidated damages, layout cut and patch for other trades, temp shoring & rails, fasteners for other trades, grout, blocking for rails, paint systems, anodizing, galvanizing, decking, taxes, all unless noted otherwise.

WELDSTREAM IS A NEW YORK STATE CERTIFIED SDVOB

BGC RFI # 005

790 Watervliet-Shaker Road
Latham, New York 12110
P 518.786-8666
F 518.786-0896
www.bunkoffgc.com

PROJECT: Rotterdam Town Hall Building Renovations	**DATE : 11/29/23**
	CONTRACT NO. 01
BGC PROJ. # 711	**CONTRACT FOR:** General Construction

REVIEWED BY (prior to presenting this RFI to the Project Architect)

☒ Contractor: Bunkoff G C	☐ Subcontractor
Name: Jenniffer Wright	Date:
Email: jwright@bunkoffgc.com	Subcontractor RFI#

REQUEST

Subject/Title: Roof Rail Location		
Date Response Needed: 12/7/23		
Attachment : Photos	Diagram #	
Reference Drawing # A201R	Spec. #	Detail(s)/Paragraph(s)

Question:

The roof rail cannot be installed where it is shown on the drawing due to the location of the roof hatch and smoke hatch. We suggest possibly mounting it to the parapet framing. We will need to further investigate.

By: Jenniffer Wright	Date: 11/29/23

RESPONSE:

Reference Attached	Sketch No.

Response:

See attached SK drawing. Adjust posts as needed so there is no interference with the existing hatches, and offset railing system at hatch locations.

By: Josh Conley	Date: 12/13/2023

This RFI and/or condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 001

Proposal Request Date: 12/13/2023

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Provide a cost proposal for the roof rail modifications per the attached A-SK01 Roof Guardrail Modificaitons dated 12/13/2023.

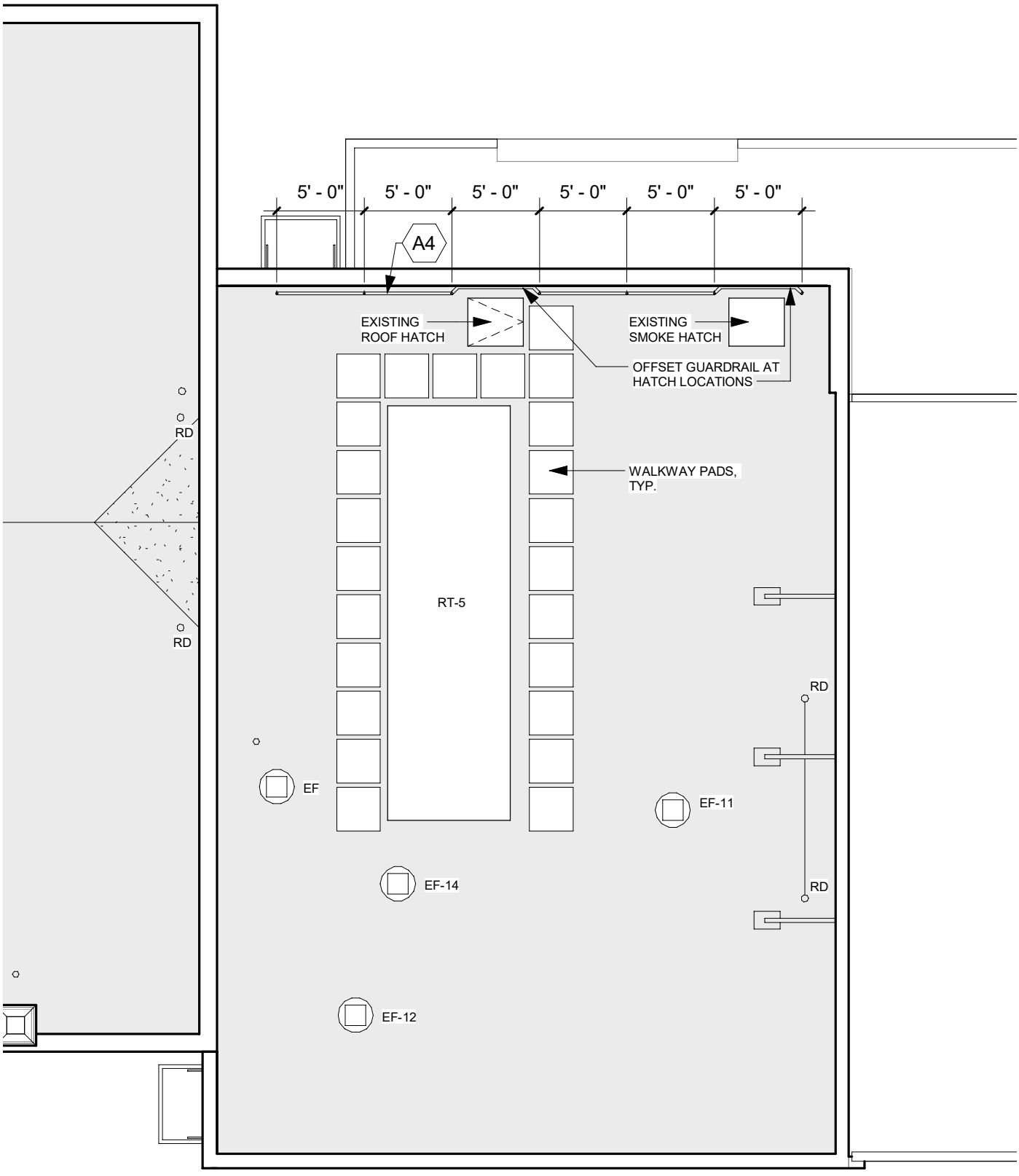
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA4A)



ROOF GUARDRAIL MODIFICATION

SCALE: 1/8" = 1'-0"

Barton & Loguidice

Date	Scale
12/13/23	AS SHOWN

TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

ROOF GUARDRAIL MODIFICATION

TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK

Figure Number
A-SK01

Project Number
904.055.001

Plotted12/13/2023 12:27:40 PM
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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 002

Proposal Request Date: 12/21/2023

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Provide a cost proposal for the roof rail modifications per the attached A-SK02 Revised Roof Guardrail dated 12/21/2023.

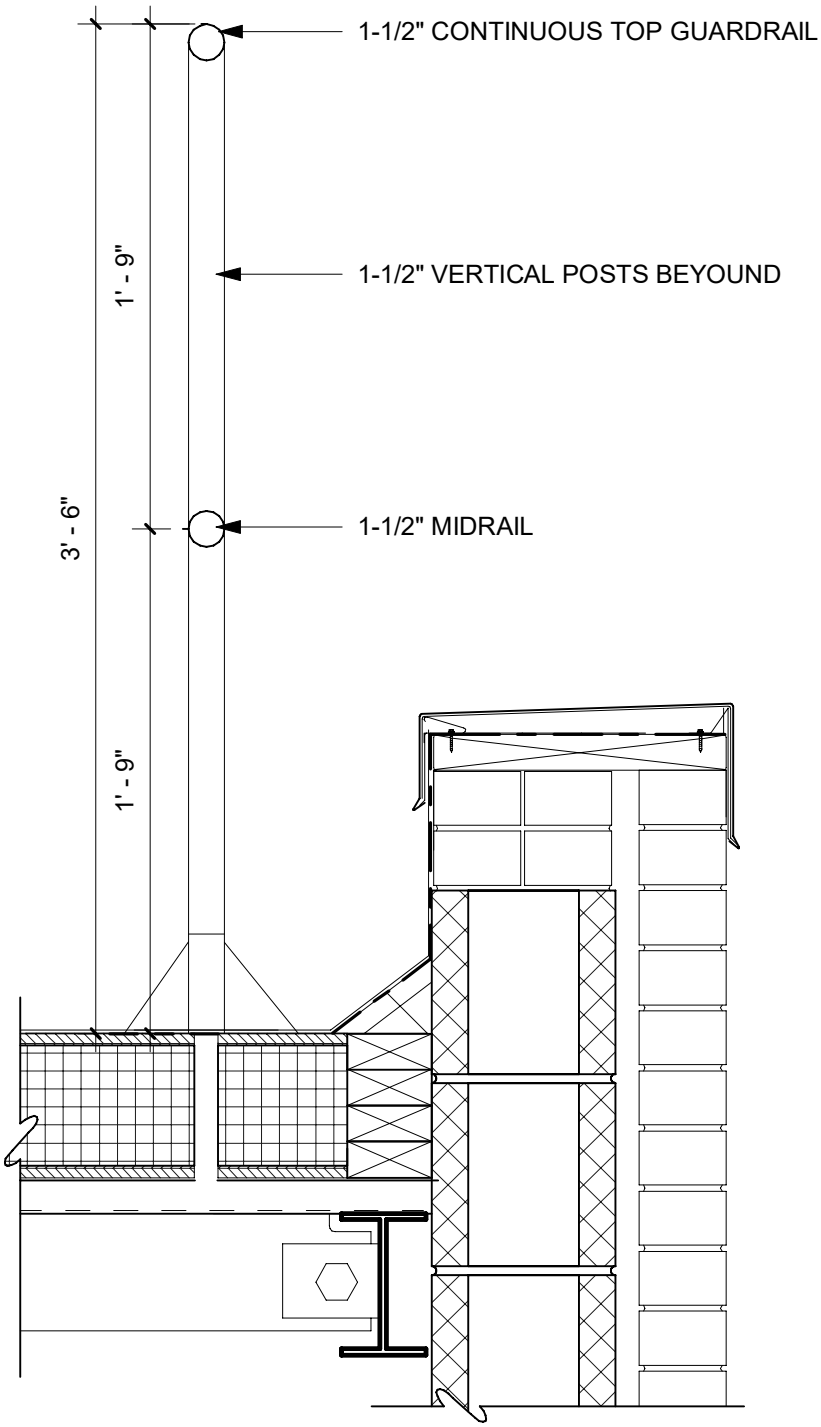
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA4A)



REVISED ROOF GUARDRAIL

SCALE: 1 1/2" = 1'-0"

Barton & Loguidice

Date	Scale
12/21/23	**AS SHOWN**

TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

REVISED ROOF GUARDRAIL

TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK

Figure Number
A-SK02

Project Number
904.055.001

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: GC CO 002

Date: 02/06/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is for infill framing and gypsum patch as required to infill (5) abandoned air conditioner unit openings within the Department of Public Works, see attached documentation.

The original Contract Sum was	$	1,128,000.00
The net change by previously authorized Change Orders	$	-1,185.00
The Contract Sum prior to this Change Order was	$	1,126,815.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,886.00
The new Contract Sum including this Change Order will be	$	1,129,701.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Bunkoff General Contractors, Inc.	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Nathan Bunkoff - President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
02/14/2024	02/07/24	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA44)

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 003

DATE: 1/26/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Per A-SK03 and RFP No.1 – provide and install infill framing and gypsum patch as required to repair walls at (5) abandoned air conditioner openings within the Department of Public Works.

Excludes: Masonry/Brick infills, patching of any CMU or Brick, Electrical Work, Demoing of existing AC units (by MC), Final Finishes – Painting (by Owner)

TOTAL CHANGE: $ 2,886.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 003

_____
Title

_____
Date

By Nathan Bunkoff
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 3

DESCRIPTION: RFC No.1 Existing Air Conditioner Removals

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Operator C	0	$102.92	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	16	$89.66	$1,434.56
Laborer	5	$79.37	$396.85
Painter / Taper	0	$69.18	$0.00
		Labor Cost	$1,831.41
		Overhead @ 10%	$183.14
		Subtotal	$2,014.55
		Profit @ 10%	$201.46
		TOTAL FOR PART A:	$2,216.01

Part B: Miscellaneous Costs, as detailed in BGC702=====>	Miscellaneous Cost	$308.74
	Overhead @ 10%	$30.87
	Subtotal	$339.61
	Profit @ 10%	$33.96
	TOTAL FOR PART B:	$373.58

Part C: Material, as detailed in BGC703==========>	Material Cost	$175.50
	Overhead @ 10%	$17.55
	Subtotal	$193.05
	Profit @ 10%	$19.31
	TOTAL FOR PART C:	$212.36

Part D: Equipment, as detailed in BGC703==========>	Equipment Cost	$0.00
	Overhead @ 10%	$0.00
	Subtotal	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART D:	$0.00

Part E: Subcontractor Quotes

Subcontractors Cost	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART E:	$0.00

DAYS DELAYED tbd

SUBTOTAL	$2,801.94
3% bonds and insurance	$84.06
TOTAL FOR THIS CHANGE:	$2,885.99

January 26, 2024

Project Manager - Jenniffer Wright — Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

BUNKOFF GENERAL CONTRACTORS, INC.

LABOR & MISC. TAKE-OFF SHEET BGC702

PROJECT: Rotterdam Town Hall Building Renc BGC JOB #: 711 BGC CHANGE #: 3

DESCRIPTION: RFC No.1 Existing Air Conditioner Removals

LABOR COSTS -- PART A --

	Description of Work	Oper C	Mason	Ironworker	Carpenter Foreman	Laborer	Paint/Taper
1	Drywall - Framing, install and taping (x5 locations approx.6sqft each)				16		
2	Material handling and clean- up					5	
3							
4							
5							
6							
7							
8							
9							
10	**Excludes: Masonry/Brick infills,or patching of CMU or Brick**						
11	**Demo of existing units and refrigerant lines by MC.**						
12	**Final Finish (Paint) by Owner**						
13							
14							
15							
	Total Labor Hours:	0	0	0	16	5	0
		Oper C	Mason	Ironworker	Carpenter	Laborer	Paint/Taper

MISCELLANEOUS COSTS -- PART B --

	Take-Off		Labor Costs		Material Costs		Equipment Costs	
	Quantity	Unit	Unit Cost	Labor Costs	Unit Cost	Material Cost	Unit Cost	Equipment Costs
Layout				$0.00		$0.00		$0.00
Surveying				$0.00		$0.00		$0.00
Testing				$0.00		$0.00		$0.00
Mobilize Equipment				$0.00		$0.00		$0.00
Demobilize Equipment				$0.00		$0.00		$0.00
Pick Up & Deliver Materials	2	hrs	$79	$158.74		$0.00		$0.00
Daily Cleaning				$0.00		$0.00		$0.00
Phone and Fax Usage				$0.00		$0.00		$0.00
Caulking				$0.00		$0.00		$0.00
Dust Partitions				$0.00		$0.00		$0.00
On-Site Material Handling				$0.00		$0.00		$0.00
As-Builts				$0.00		$0.00		$0.00
Additional Drwgs & Spec's				$0.00		$0.00		$0.00
Snow Removal				$0.00		$0.00		$0.00
Temporary Heat				$0.00		$0.00		$0.00
Haul Trash to Dumpster				$0.00		$0.00		$0.00
Dumpster Charges	1	ls		$0.00	$150	$150.00		$0.00
				$0.00		$0.00		$0.00
Subtotals for Labor Material & Equipment:				$158.74		$150.00		$0.00
Total Costs:								$308.74

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BUNKOFF GENERAL CONTRACTORS, INC.

MATERIAL & EQUIPMENT TAKE-OFF SHEET BGC 703

PROJECT: tterdam Town Hall Building Rer BGC JOB #: 711 BGC CHANGE #: 3

DESCRIPTION: RFC No.1 Existing Air Conditioner Removals

MATERIAL COSTS -- PART C --

	Description of Work	Take-off		Material	
		Quantity	Unit	Unit Price	Material Cost
1	Drywall 5/8"	64	sqft	$0.75	$48.00
2	Metal Stud/Track	70	lft	$1.50	$105.00
3	R19 Batt Insulation	30	sqft	$0.75	$22.50
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
11					$0.00
12					$0.00
13					$0.00
14					$0.00
15					$0.00
16					$0.00
17					$0.00
18					$0.00
19					$0.00
20					$0.00
				Total Material Cost:	$175.50

EQUIPMENT COSTS -- PART D --

	Description of Work	Equipment Description	Take-Off		Equipment	
			Quantity	Unit	Unit Price	Material Cost
1						$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
					Total Equipment Cost:	$0.00

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 003

Proposal Request Date: 01/23/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Provide and install infill framing and gypsum patch as required to infill (5) abandoned air conditioner unit openings within the Department of Public Works per the attached A-SK03 Existing AC Unit Removals dated 01/19/2024..

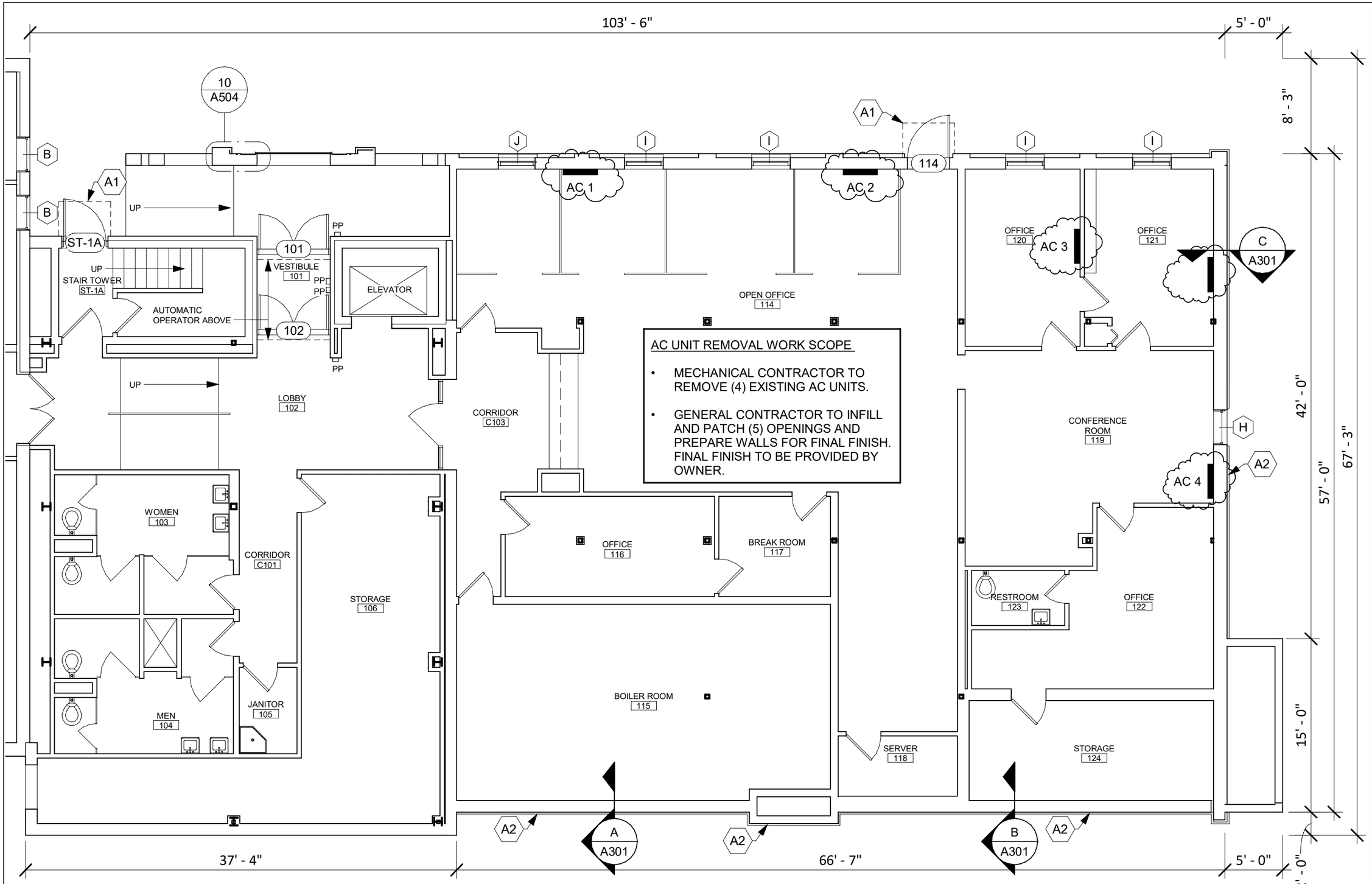
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA4C)



PARTIAL FIRST FLOOR NEW WORK PLAN

SCALE: 1/8" = 1'-0"

TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS
SCHENECTADY COUNTY, NEW YORK

EXISTING AC UNIT REMOVALS

TOWN OF ROTTERDAM

Barton & Loguidice

Date
01/19/24

Scale
AS SHOWN

Figure Number
A-SK03

Project Number
904.055.001

Plotted: 1/23/2024 1:14:34 PM
C:\Users\jconley\Documents\904.055.001 - Town Hall Renovations - Central File_jconley7S4YQ.rvt

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: GC CO 003

Date: 02/06/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is for the modifications to Vestibule 101 ceiling, see attached documentation.

The original Contract Sum was	$	1,128,000.00
The net change by previously authorized Change Orders	$	1,701.00
The Contract Sum prior to this Change Order was	$	1,129,701.00
The Contract Sum will be increased by this Change Order in the amount of	$	955.00
The new Contract Sum including this Change Order will be	$	1,130,656.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	Bunkoff General Contractors, Inc.	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Nathan Bunkoff - President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
02/14/2024	02/07/24	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA45)

BUNKOFF GENERAL CONTRACTORS, INC.
790 WATERVLIET-SHAKER ROAD
LATHAM, NEW YORK 12110
518-786-8666 - FAX 518-786-0896

CHANGE ORDER
REQUEST NO: 004

DATE: 1/26/24

JOB: **Rotterdam Town Hall Building Renovations**

BUNKOFF JOB NO.: 711

To: Barton & Loguidice, D.P.C
10 Airline Drive, Suite 200
Albany, NY 12205

Attn: Joshua D. Conley, RA

Construct soffit and modify existing ceiling in Vestibule 101 to provide maintenance access to door operators.

TOTAL CHANGE: $ 955.00

Work regarding this change will not begin until approval is received in writing. Quote is valid for 15 days unless noted otherwise. Only the specific work noted herein is included. This Change is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

Schedule Impact: TBD

cc:

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

CHANGES APPROVED

_____
Firm Name

REQUEST NO: 004

_____
Title

_____
Date

By Nathan Bunkoff
Nathan Bunkoff, President

BUNKOFF GENERAL CONTRACTORS, INC

CHANGE ORDER SUMMARY BGC701

PROJECT: Rotterdam Town Hall Building Reno. BGC JOB #: 711 BGC CHANGE REQ #: 4

DESCRIPTION: RFP No.2 Vestibule 101 Modify Existing Ceiling to Access Entry Door Operators

Part A: Labor (includes all required fringes, insurance, taxes, etc.) As detailed in BGC702

Class	Hours from BGC702	Cost per Hour	Total Labor Costs
Carpenter	0	$77.66	$0.00
Mason	0	$83.86	$0.00
Ironworker	0	$87.37	$0.00
Carpenter Foreman	5	$89.66	$448.30
Laborer	1	$79.37	$79.37
Painter / Taper	2	$69.18	$138.36
		Labor Cost	$666.03
		Overhead @ 10%	$66.60
		Subtotal	$732.63
		Profit @ 10%	$73.26
		TOTAL FOR PART A:	$805.90

Part B: Miscellaneous Costs, as detailed in BGC702=====>	Miscellaneous Cost	$0.00
	Overhead @ 10%	$0.00
	Subtotal	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART B:	$0.00

Part C: Material, as detailed in BGC703==========>	Material Cost	$100.00
	Overhead @ 10%	$10.00
	Subtotal	$110.00
	Profit @ 10%	$11.00
	TOTAL FOR PART C:	$121.00

Part D: Equipment, as detailed in BGC703==========>	Equipment Cost	$0.00
	Overhead @ 10%	$0.00
	Subtotal	$0.00
	Profit @ 10%	$0.00
	TOTAL FOR PART D:	$0.00

Part E: Subcontractor Quotes

Subcontractors Cost	$0.00
Profit @ 10%	$0.00
TOTAL FOR PART E:	$0.00

DAYS DELAYED tbd

SUBTOTAL	$926.90
3% bonds and insurance	$27.81
TOTAL FOR THIS CHANGE:	$954.70

January 24, 2024

Project Manager - Jenniffer Wright — Date

This Change in Condition is the subject of additional cost & time under the contract. This shall constitute a Notice of Claim for additional compensation and time of performance under the contract documents. The full cost & additional contract time will be forwarded when identifiable.

BUNKOFF GENERAL CONTRACTORS, INC.

LABOR & MISC. TAKE-OFF SHEET BGC702

PROJECT: Rotterdam Town Hall Building Renc BGC JOB #: 711 BGC CHANGE #: 4

DESCRIPTION: RFP No.2 Vestibule 101 Modify Existing Ceiling to Access Entry Door Operators

LABOR COSTS -- PART A --

	Description of Work	Carpenter	Mason	Ironworker	Carpenter Foreman	Laborer	Paint/Taper
1	Remove and Salvage Ceiling Tile & Grid					1	
2	Construct 2 Soffits - Frame, Drywall, Tape & Paint				4		2
3	Reinstall Salvaged Ceiling Grid & Tiles				1		
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
	Total Labor Hours:	0	0	0	5	1	2
		Oper C	Mason	Ironworker	Carpenter	Laborer	Paint/Taper

MISCELLANEOUS COSTS -- PART B --

	Take-Off		Labor Costs		Material Costs		Equipment Costs	
	Quantity	Unit	Unit Cost	Labor Costs	Unit Cost	Material Cost	Unit Cost	Equipment Costs
Layout				$0.00		$0.00		$0.00
Surveying				$0.00		$0.00		$0.00
Testing				$0.00		$0.00		$0.00
Mobilize Equipment				$0.00		$0.00		$0.00
Demobilize Equipment				$0.00		$0.00		$0.00
Pick Up & Deliver Materials				$0.00		$0.00		$0.00
Daily Cleaning				$0.00		$0.00		$0.00
Phone and Fax Usage				$0.00		$0.00		$0.00
Caulking				$0.00		$0.00		$0.00
Dust Partitions				$0.00		$0.00		$0.00
On-Site Material Handling				$0.00		$0.00		$0.00
As-Builts				$0.00		$0.00		$0.00
Additional Drwgs & Spec's				$0.00		$0.00		$0.00
Snow Removal				$0.00		$0.00		$0.00
Temporary Heat				$0.00		$0.00		$0.00
Haul Trash to Dumpster				$0.00		$0.00		$0.00
Dumpster Charges				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
Subtotals for Labor Material & Equipment:				$0.00		$0.00		$0.00
Total Costs:								$0.00

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BUNKOFF GENERAL CONTRACTORS, INC.

MATERIAL & EQUIPMENT TAKE-OFF SHEET BGC 703

PROJECT: tterdam Town Hall Building Rer BGC JOB #: 711 BGC CHANGE #: 4

DESCRIPTION: RFP No.2 Vestibule 101 Modify Existing Ceiling to Access Entry Door Operators

MATERIAL COSTS -- PART C --

	Description of Work	Take-off		Material	
		Quantity	Unit	Unit Price	Material Cost
1	Misc. Materials - Drywall, Tape, Paint, etc	1	ls	$100.00	$100.00
2	(Metal studs & framing, sheetrock, paint)				$0.00
3					$0.00
4					$0.00
5					$0.00
6					$0.00
7					$0.00
8					$0.00
9					$0.00
10					$0.00
11					$0.00
12					$0.00
13					$0.00
14					$0.00
15					$0.00
16					$0.00
17					$0.00
18					$0.00
19					$0.00
20					$0.00
				Total Material Cost:	$100.00

EQUIPMENT COSTS -- PART D --

	Description of Work	Equipment Description	Take-Off		Equipment	
			Quantity	Unit	Unit Price	Material Cost
1						$0.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
6						$0.00
7						$0.00
8						$0.00
9						$0.00
					Total Equipment Cost:	$0.00

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Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 1 - General Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: GC RFP 004

Proposal Request Date: 01/23/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
Bunkoff General Contractors, Inc.
790 Watervliet Shaker Rd.
Latham, NY 12110

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)
Provide and modify existing ceiling in Vestibule 101 to provide maintenace access to entry door operators.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA45)

RESOLUTION NO. 111.24

TO AUTHORIZE CHANGE ORDER NO. 1 WITH JOHN W. DANFORTH COMPANY FOR THE ROTTERDAM TOWN HALL RENOVATIONS

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 Change Order No. 1 with John W. Danforth, located at 5 Liebich Lane, Halfmoon, NY 12065, for the Rotterdam Town Hall Renovations, Contract 2 – Mechanical Construction, for the removal of four (4) abandoned air conditioner units and associated components within the Department of Public Works, for a cost increase of three thousand four hundred three and 90/100 ($3,403.90) dollars, and a new contract sum totaling one hundred eighty one thousand, three hundred three and 90/100 ($181,303.90) dollars.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	February 15, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #1, John W. Danforth Company
TOWN BOARD MEETING:	February 28, 2024
Background Information:	John W. Danforth Company is the Mechanical Contractor for the Rotterdam Town Hall Renovations.
Evaluation/Analysis:	Barton & Loguidice has submitted a change order for John W. Danforth Company for the Rotterdam Town Hall Renovations. The change order is for the removal of four (4) abandoned air conditioner units and associated components within the Department of Public Works.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with John W. Danforth Company in an amount not to exceed $3,403.90.
Attachment/Document(s):	Barton & Loguidice Change Order dated February 6, 2024.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Change Order

PROJECT: *(Name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306
B&L Project Number: 904.055.001

CONTRACT INFORMATION:
Contract For: Contract No. 2 - Mechanical Construction

Date: 11/28/2023

CHANGE ORDER INFORMATION:
Change Order Number: MC CO 001

Date: 02/06/2024

OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(Name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(Name and address)*
John W. Danforth Company
5 Liebich Lane
Halfmoon, NY 12065

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order is for removal of (4) abandoned air conditioner units and associated components within the Department of Public Works, see attached documentation.

The original Contract Sum was	$	177,900.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	177,900.00
The Contract Sum will be increased by this Change Order in the amount of	$	3,403.90
The new Contract Sum including this Change Order will be	$	181,303.90

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 10/28/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barton & Loguidice	John W. Danforth Company	Town of Rotterdam
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
John D Conley	Ahmed Anani	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Josh Conley - Project Architect	Ahmed Anani, Project Manager	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
02/14/2024	2/6/2024	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA43)

since 1884 danforth

TO: Town of Rotterdam
RE: Rotterdam Town Hall Renovation
JWD CPR: 01
CPR Title: EXISTING AIR CONDITIONER REMOVALS
Date: 1/24/2024

To whom it may concern:

We enclose a breakdown of costs for the changes you have requested:

We were furnished the following drawings and specifications: A-SK03

We propose to: Remove (4) abandoned air conditioner units and associated components within the Department of Public Works.
1 unit in the Conference Room 119, 1 unit in the Office 120, 2 units in the Open Office 114.

Work Start Date: TBD

Work End Date: TBD

Extension Req'd days (on-site duration): 1

Ext. Req'd days (mat/equip lead time): TBD

CPR Expires in 10 days

CPR for Materials Expires in 1 days

We do not include the following: Unforeseen conditions; cleanup; dumpsters; painting; temporary facilities of any kind; cut & patch of any kind; electrical/power wiring of any kind; controls wiring; shop drawings; as-built drawings; escutcheons; reconditioning and cleaning of owner equipment or material; any work that is not explicitly called out in scope of work description above.

The total net change to our contract is as follows: $ 3,403.90

This change proposal covers only the direct costs associated with the change order work described above. The contractor expressly reserves the right to submit, at a later date, added costs and/or time extension requests attendant to this modification arising from, but not limited to: extended field and home office overhead, labor and equipment inefficiencies, disruptions, cumulative impacts, impacts to the critical path and related delay costs, schedule resequencing and/or overtime and acceleration.

We reserve the right to modify this estimate, if additional work not covered by this proposal is required.

Unless noted otherwise, it is anticipated that all work required by this change will be done on a straight time basis. Overtime work, if required, will be billed as an additional item.

- Sales tax IS NOT included in this proposal.
- This proposal is for acceptance within 10 days and is subject to escalation thereafter.
- An extension of time of 1 calendar days is required.
- Please advise as soon as possible if we are to proceed. We will not proceed without formal written change order, per contract terms.

Regards,

Ahmed Anani 1/24/2024

JWD Representative {Your Title Here} Date

Customer Representative Date

Project Name:	Rotterdam Town Hall Renovation	CPR #:	01
Description:	EXISTING AIR CONDITIONER REMOVALS	Date:	1/24/2024

Labor

Field	Hours		Total
PIPE (MP)	24.00	$	2,403.24
PIPE (PLM)	-	$	-
PIPE (REF)	-	$	-
TIN	-	$	-
BAL	-	$	-
CTS/SERVICE	-	$	-
COMMISSIONING	-	$	-
DUCT CLEANING	-	$	-
SUBTOTAL	24.00	$	2,403.24

Shop	Hours		Total
PIPE	-	$	-
TIN	-	$	-
BAL	-	$	-
SUBTOTAL	-	$	-
Shop Burden	-	$	-
SUBTOTAL	-	$	-

General			
SUBTOTAL	-	$	-

SUBTOTAL		$	2,403.24
Overhead %	10.0%	$	240.32
LABOR SUBTOTAL		$	2,643.56
Profit %	10.0%	$	264.36
LABOR TOTAL	**24.00**	**$**	**2,907.92**

Other Direct Job Costs

Category	Hours		Total
CAD	-	$	-
PM	2.00	$	250.00
PROJ_ENGINEER	-	$	-
EST	-	$	-
SAFETY	-	$	-
DRIVER	1.00	$	53.00
PROJECT ADMIN	-	$	-
PROJECT EXECUTIVE	-	$	-
QA QC MANAGER	-	$	-
SENIOR PROJECT MANAGER	-	$	-
PER DIEM	-	$	-
LODGING	-	$	-
TRAVEL	-	$	-
SUBTOTAL	3.00	$	303.00
Overhead %	10.0%	$	30.30
ODJC SUBTOTAL		$	333.30
Profit %	10.0%	$	33.33
ODJC TOTAL	**3.00**	**$**	**366.63**

Project Name:	Rotterdam Town Hall Renovation	CPR #:	01
Description:	EXISTING AIR CONDITIONER REMOVALS	Date:	1/24/2024

Equipment & Material

			Total
General			$ -
Consumables			$ -
Rentals & Tools			$ -
Equipment			$ -
Sheet Metal Equipment			$ -
Pipe/Other Materials			$ -
Sheet Metal Shop Fabrication			$ -
SUBTOTAL			$ -
Material Escalation		0.00%	$ -
Sales Tax	☐	0.00%	$ -
SUBTOTAL			$ -
Overhead %	10.0%		$ -
E&M SUBTOTAL			$ -
Profit %	10.0%		$ -
E&M TOTAL			**$ -**

Subcontractors

Vendor	Trade		Total
	Insulation		$ -
	Controls		$ -
			$ -
SUBTOTAL			$ -
Overhead %	10.0%		$ -
SUBTOTAL			$ -
Profit %	10.0%		$ -
SUBCONTRACTOR TOTAL			**$ -**

CHANGE ORDER SUBTOTAL			$ 3,274.55
INTEREST ON WORKING CAPITAL			$ -
BONDING & INSURANCE		1.95%	$ 63.85
WARRANTY COST		2.00%	$ 65.49
SUBTOTAL			$ 3,403.90
Interest on Retention			$ -
Additional MWBE% Required		0%	$ -
TOTAL			**$ 3,403.90**

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Town of Rotterdam
Rotterdam Town Hall Renovations
1100 Sunrise Boulevard
Rotterdam, NY 12306

CONTRACT INFORMATION:
Contract For: Contract No. 2 - Mechanical Construction

Date: 11/28/2023

Architect's Project Number: 904.055.001
Proposal Request Number: MC RFP 001

Proposal Request Date: 01/23/2024

OWNER: *(name and address)*
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT: *(name and address)*
Barton & Loguidice
10 Airline Drive, Suite 200
Albany, NY 12205

CONTRACTOR: *(name and address)*
John W. Danforth Company
5 Liebich Lane
Halfmoon, NY 1206

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Remove (4) abandoned air conditioner units and associated components within the Department of Public Works per the attached A-SK03 Existing AC Unit Removals dated 01/19/2024.

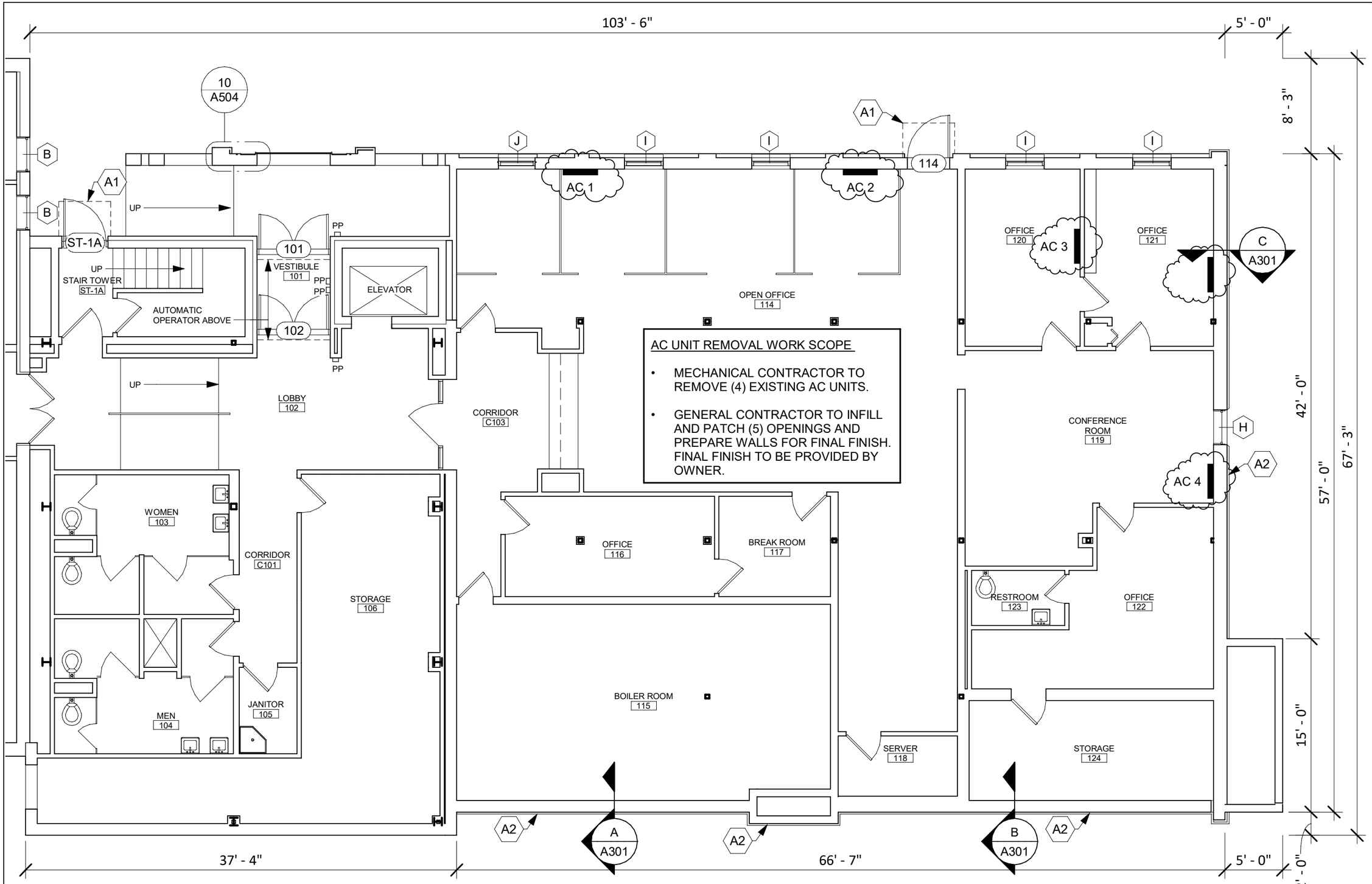
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Joshua D. Conley, RA

Senior Project Architect
PRINTED NAME AND TITLE

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User Notes: (3B9ADA52)



PARTIAL FIRST FLOOR NEW WORK PLAN

SCALE: 1/8" = 1'-0"

TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS
SCHENECTADY COUNTY, NEW YORK

EXISTING AC UNIT REMOVALS

TOWN OF ROTTERDAM

Barton & Loguidice

Date
01/19/24

Scale
AS SHOWN

Figure Number
A-SK03

Project Number
904.055.001

Plotted: 1/23/2024 1:14:34 PM
C:\Users\jconley\Documents\904.055.001 - Town Hall Renovations - Central File_jconley7S4YQ.rvt

RESOLUTION NO. 112.24

TO ACCEPT BID AND AWARD CONTRACT FOR SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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 on February 13, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

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 Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction for the Town of Rotterdam to Carver Construction Inc., located at PO Box 890, 2170 River Road Coeymans, NY 12045, with a bid amount not to exceed one million four hundred fifty-eight thousand, one hundred forty-five and 00/100 ($1,458,145.00) dollars.

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

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 20, 2024

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to award construction of the Generator Building Modifications project at 49 Rice Road to the lowest responsible bidder, which Bubonia Holding Corporation in the amount of $47,890.00.

TOWN BOARD MEETING: February 28, 2024

Background Information: The Town consultant engineer (Barton and Loguidice) prepared final design plans for the modifications to the Generator Building Modifications. The project involves removal of concrete blocks and bricks for installation of a new garage door, replacement and creating an opening on the interior wall. A total of five (5) bids were received for the project and below is the summary of each bid:

- Bubonia Holding Corporation - $47,890.00
- Mid-State Industries LTD - $54,811.00
- AMZ Construction - $53,000.00
- PCC Contracting - $78,420.00
- Gallo Construction - $96,200.00

Evaluation/Analysis: The bids were evaluated, and it is recommended the project be awarded to Bubonia Holding Corporation since they were determined to be the lowest responsible bidder.

Recommendation(s): I recommend that the Town Board award the construction of the project to Bubonia Holding Corporation and enter into an agreement to complete the work.

Attachment/Document(s): Contractors bids and summary of bids.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CARVER CONSTRUCTION INC

BID FORM

PROJECT IDENTIFICATION: Sartoli Ave & Kings Road Drainage Improvements, and Roadway Reconstruction, Town of Rotterdam, Schenectady County, New York

THIS BID IS SUBMITTED TO: Diane Marco, Town Clerk
Town of Rotterdam Town Hall
1100 Sunrise Blvd.
Rotterdam, New York 12306

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents

2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

   a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

   1 - 01/16/24
   2 - 01/22/24
   3 - 02/05/24

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

   c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

   d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents

e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents

f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID SHARE 1 – Sartoli Ave water line work to be reimbursed under the SAMS Grant.

one hundred eighty-four thousand, two hundred ninety-three dollars (use words) ($ 184,293.00) (figures)

TOTAL BID SHARE 2 – All other work related to the project

one million, two hundred seventy-three thousand, eight hundred fifty-two dollars (use words) ($ 1,273,852.00) (figures)

TOTAL BID – BOTH SHARES:

one million, four hundred fifty-eight thousand, one hundred forty-five dollars (use words) ($ 1,458,145.00) (figures)

The basis of this award shall be based on the total sum of both shares.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially completed and ready for final payment before the dates or within the number of calendar days indicated in the Agreement.

   BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

   Office of Public Works
   Town of Rotterdam
   1100 Sunrise Blvd.
   Rotterdam, New York 12306
   Attn: Mollie Collins, Supervisor

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on February 9, 2024 ~~2023.~~

CONTRACTOR _____
(Signature of Authorized Representative)

Carver Laraway
(Print Name)

President
(Title)

BIDDER INFORMATION SHEET

NAME OF BIDDER: * **Carver Construction, Inc.**

ADDRESS: **PO Box 890, 2170 River Road, Coeymans, NY 12045**

PHONE NUMBER: **(518) 355-6034**

TYPE OF ENTITY: CORPORATION **X** PARTNERSHIP ____ INDIVIDUAL ____

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: **Carver Construction, Inc.**

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

LIST OF OFFICERS: **Carver Laraway, President**

Nick Laraway, Secretary / Treasurer

LIST OF DIRECTORS: ____

DATE OF ORGANIZATION: **01/26/1989**

IF A PARTNERSHIP:

PARTNERS: ____

NAME OF PARTNERSHIP: ____

DATE OF ORGANIZATION: ____

* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.
(NAME OF CORPORATION)

"Resolved that **Carver Laraway**, **President**
(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:

Sartoli Ave & Kings Road Drainage Improvements and Roadway 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 the 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 **9th** day of **February** 20**24**

By _____

Title **Sectretary / Treasurer**

(SEAL)

The above form must be completed if the Bidder is a corporation

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
1	201.06	1	CLEARING AND GRUBBING Eight Thousand Five Hundred Dollars LUMP SUM	8,500	00	8,500	00
2	203.02	1350	UNCLASSIFIED EXCAVATION AND DISPOSAL Twenty Dollars PER CUBIC YARD	20	00	27,000	00
3	203.07	400	SELECT GRANULAR FILL (SHARE 1) Twenty Five Dollars and Fifty Cents PER CUBIC YARD	25	50	10,200	00
4	203.07	2900	SELECT GRANULAR FILL (SHARE 2) Twenty Five Dollars and Fifty Cents PER CUBIC YARD	25	50	73,950	00
5	204.04	25	LIGHTWEIGHT CONCRETE FILL (TYPE B) Two hundred and Seventy Five Dollars PER CUBIC YARD	275	00	6,875	00
6	206.0201	420	TRENCH AND CULVERT EXCAVATION (SHARE 1) Nineteen Dollars PER CUBIC YARD	19	00	7,980	00

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
7	206.0201	4162	TRENCH AND CULVERT EXCAVATION (SHARE 2) Nineteen Dollars PER CUBIC YARD	19	00	79,078	00
8	206.05	10	TEST PIT EXCAVATION One Thousand Five Hundred and Eighty Five Dollars PER EACH	1,585	00	15,850	00
9	209.1003	1730	SEED AND MULCH - TEMPORARY Two Dollars and Seventy Five Cents PER SQUARE YARD	2	75	4,757	50
10	209.1703	170	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED-TEMPORARY Eighteen Dollars and Fifty Cents PER LINEAR FOOT	18	50	3,145	00
11	209.1901	25	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE A, INTERMEDIATE Fifteen Dollars PER SQUARE YARD	15	00	375	00

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
12	209.20080009	1500	BIODEGRADEABLE BIOFIBER ROLLS 8 INCHES Seven Dollars and Fifty Cents PER LINEAR FOOT	7	50	11,250	00
13	304.12	839	SUBBASE COURSE, TYPE 2 (SHARE 1) Fifty Four Dollars PER CUBIC YARD	54	00	45,306	00
14	304.12	3	SUBBASE COURSE, TYPE 2 (SHARE 2) Fifty Four Dollars PER CUBIC YARD	54	00	162	00
15	404.128201	6	12.5 F2 Top Course Asphalt, 80 Series Compaction (SHARE 1) One Hundred and Forty Two Dollars PER TON	142	00	852	00
16	404.128201	212	12.5 F2 Top Course Asphalt, 80 Series Compaction (SHARE 2) One Hundred and Forty Two Dollars PER TON	142	00	30,104	00

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
17	404.198901	6	19 F9 Binder Course Asphalt, 80 Series Compaction (SHARE 1) One Hundred and Sixty Dollars PER TON	160	00	960	00
18	404.198901	244	19 F9 Binder Course Asphalt, 80 Series Compaction (SHARE 2) One Hundred and Sixty Dollars PER TON	160	00	39,040	00
19	404.378901	6	37.5 F9 Base Course Asphalt, 80 Series Compaction (SHARE 1) One Hundred and Fifty Dollars PER TON	150	00	900	00
20	404.378901	494	37.5 F9 Base Course Asphalt, 80 Series Compaction (SHARE 2) One Hundred and Fifty Dollars PER TON	150	00	74,100	00
21	407.0102	20	DILUTED TACK COAT (SHARE 1) Six Dollars PER GALLON	6	00	120	00

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
22	407.0102	175	DILUTED TACK COAT (SHARE 2) Six Dollars PER GALLON	6	00	1,050	00
23	418.7603	2500	ASPHALT PAVEMENT JOINT ADHESIVE One Dollar and Fifty Cents PER LINEAR FOOT	1	50	3,750	00
24	490.30	1200	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE Five Dollars PER SQUARE YARD	5	00	6,000	00
25	552.17	12876	SHIELDS AND SHORING One Cent PER SQUARE FOOT	0	01	128	76
26	555.10000006	60	ABANDON EXISTING CULVERT Two Hundred and Seventy Five Dollars PER CUBIC YARD	275	00	16,500	00

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
27	603.171912	1	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 42 INCH DIAMETER, 12 GAUGE Three Thousand Four Hundred Dollars PER EACH	3,400	00	3,400	00
28	603.172012	1	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 48 INCH DIAMETER, 12 GAUGE Three Thousand Six hundred and Fifty Dollars PER EACH	3,650	00	3,650	00
29	603.6001	30	REINFORCED CONCRETE PIPE CLASS III, 12 INCH DIAMETER One Hundred and Forty Five Dollars PER LINEAR FOOT	145	00	4,350	00
30	603.6002	400	REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER One Hundred and Twenty Dollars PER LINEAR FOOT	120	00	48,000	00
31	603.6003	78	REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER One Hundred and Thirty Two Dollars PER LINEAR FOOT	132	00	10,296	00

CARRY FORWARD _____

BROUGHT FORWARD _____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
32	603.6604	251	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 24" RISE, 38" SPAN Two Hundred and Fifty Three Dollars PER LINEAR FOOT	253	00	63,503	00
33	603.6607	155	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 32" RISE, 49" SPAN Four Hundred and Sixty Eight Dollars PER LINEAR FOOT	468	00	72,540	00
34	603.7303	1	REINFORCED CONCRETE PIPE END SECTIONS 18 INCHDIAMETER Two Thousand Two Hundred and Fifty Dollars PER EACH	2,250	00	2,250	00
35	603.9815	233	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER Sixty One Dollars PER LINEAR FOOT	61	00	14,213	00
36	603.9836	730	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 36 INCH DIAMETER One Hundred and Four Dollars PER LINEAR FOOT	104	00	75,920	00

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
37	603.9842	869	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 42 INCH DIAMETER One Hundred and Thirty Dollars PER LINEAR FOOT	130	00	112,970	00
38	604.070101	6	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES One Thousand Eight Hundred and Seventy Five Dollars PER EACH	1,875	00	11,250	00
39	604.07260011	5	CONNECTION TO EXISTING DRAINAGE FACILITIES Three Thousand Four Hundred Dollars PER EACH	3,400	00	17,000	00
40	604.13000011	4	ABANDONING DRAINAGE STRUCTURES One Thousand Four Hundred and Fifty Dollars PER EACH	1,450	00	5,800	00
41	604.300611	29.5	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR #11 WELDED FRAME Nine Hundred Dollars PER LINEAR FOOT	900	00	26,550	00

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
42	604.300632	7.1	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR ROUND MANHOLEFRAME Eight Hundred Fifteen Dollars PER LINEAR FOOT	815	00	5,786	50
43	604.300711	7.5	RECTANGULAR DRAINAGE STRUCTURE TYPE G FOR #11 WELDED FRAME Eight Hundred Thirty five Dollars PER LINEAR FOOT	835	00	6,262	50
44	604.320711	26.8	RECTANGULAR DRAINAGE STRUCTURE TYPE G FOR #11 WELDED FRAMEIN CONCRETE CAP Nine Hundred Thirty Five Dollars PER LINEAR FOOT	935	00	25,058	00
45	604.320811	13.2	RECTANGULAR DRAINAGE STRUCTURE TYPE H FOR #11 WELDED FRAMEIN CONCRETE CAP One Thousand Ten Dollars PER LINEAR FOOT	1,010	00	13,332	00
46	604.321111	54.2	RECTANGULAR DRAINAGE STRUCTURE TYPE K FOR #11 WELDED FRAMEIN CONCRETE CAP Nine Hundred Forty Three Dollars PER LINEAR FOOT	943	00	51,110	60

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
47	607.96000008	1000	REMOVE AND DISPOSE OF EXISTING FENCE Three Dollars and Fifty Cents PER LINEAR FOOT	3	50	3,500	00
48	608.0101	3.5	CONCRETE SIDEWALKS AND DRIVEWAYS Eight Hundred and Fifty Dollars PER CUBIC YARD	850	00	2,975	00
49	608.020102	28	ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS Four Hundred Dollars PER TON	400	00	11,200	00
50	608.13000008	545	FURNISH AND INSTALL GRASS PAVERS Fifty Four Dollars PER SQUARE YARD	54	00	29,430	00
51	610.1402	190	TOPSOIL - ROADSIDE One Hundred and Forty five Dollars PER CUBIC YARD	145	00	27,550	00

CARRY FORWARD _____

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
52	610.1601	1730	TURF ESTABLISHMENT - ROADSIDE Three Dollars and Fifty Cents PER SQUARE YARD	3	50	6,055	00
53	619.01	1	BASIC WORK ZONE TRAFFIC CONTROL Twenty One Thousand One Hundred Sixty Three Dollars and Thirty nine Cents PER LUMP SUM	21,163	39	21,163	39
54	619.27	10	MAILBOXES Five Hundred Twenty Five Dollars PER EACH	525	00	5,250	00
55	620.03	330	STONE FILLING (LIGHT) One Hundred Thirty Two Dollars PER CUBIC YARD	132	00	43,560	00
56	620.0801	250	BEDDING MATERIAL (TYPE 1) One Hundred Twenty Five Dollars PER CUBIC YARD	125	00	31,250	00

CARRY FORWARD _____

BROUGHT FORWARD _____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
57	625.01	1	SURVEY OPERATIONS Seven Thousand Five Hundred Dollars PER LUMP SUM	7,500	00	7,500	00
58	627.50140008	1850	CUTTING PAVEMENT (SHARE 1) Four Dollars PER LINEAR FOOT	4	00	7,400	00
59	627.50140008	1850	CUTTING PAVEMENT (SHARE 2) Four Dollars PER LINEAR FOOT	4	00	7,400	00
60	637.11	4	ENGINEER'S FIELD OFFICE - TYPE 1 Four Thousand Dollars PER MONTH	4,000	00	16,000	00
61	637.34	2500	OFFICE TECHNOLOGY AND SUPPLIES One Dollar PER DOLLAR CENT	1	00	2,500	00
62	640.2	21	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS Two Dollars and Seventy Five Cents PER LINEAR FOOT	2	75	57	75

CARRY FORWARD _____

BROUGHT FORWARD _____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
63	640.21	876	YLLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS Two Dollars and Seventy Five Cents PER LINEAR FOOT	2	75	2,409	00
64	655.1111	22	WELDED FRAME AND RETICULINE GRATE 11 One Thousand One Hundred Fifty Dollars PER EACH	1,150	00	25,300	00
65	655.1202	1	MANHOLE FRAME AND COVER Eight Hundred Ninety Five Dollars PER EACH	895	00	895	00
66	663.0406	575	PLASTIC WATER PIPE, 6" (SHARE 1) Sixty Dollars	60	00	34,500	00
			ALTERNATE: ITEM # 663.0106 DUCTILE IRON CEMENT LINED WATER PIPE, 6" Seventy Nine Dollars PER LINEAR FOOT	79	00	45,425	00
67	663.0604	500	COPPER SERVICE PIPE, 1" NPS (SHARE 1) Sixty Three Dollars PER LINEAR FOOT	63	00	31,500	00
68	663.1301	3	HYDRANT (SHARE 1) Ten Thousand Seven Hundred Twenty Five Dollars PER EACH	10,725	00	32,175	00

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD_____

	ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
69	663.160806	2	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, 8" X 6" (SHARE 1) Six Thousand Two Hundred Dollars PER EACH	6,200	∞	12,400	∞

CARRY FORWARD _____

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION **MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM.** FOR Fifty Five Thousand Dollars .....LUMP SUM	55,000	⁰⁰	55,000	⁰⁰
TOTAL OR GROSS SUM (SHARE 1) WRITTEN IN WORDS: One Hundred and Eighty Four Thousand Two Hundred Ninety Three Dollars			$ 184,293.	⁰⁰		
TOTAL OR GROSS SUM (SHARE 2) WRITTEN IN WORDS: One Million Two Hundred Seventy Three Thousand Eight Hundred Fifty Two Dollars			$ 1,273,852.	⁰⁰		
TOTAL OR GROSS SUM (BOTH SHARES) WRITTEN IN WORDS: One Million Four Hundred Fifty Eight Thousand One Hundred Forty Five Dollars			$ 1,458,145.	⁰⁰		

The basis of this award shall be based on the total sum of both shares.

BID BOND

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

BIDDER *(Name and Address)*: Carver Construction, Inc.
P.O. Box 890, 2170 River Road
Coeymans, NY 12045

SURETY *(Name and Address of Principal Place of Business)*: Berkley Insurance Company
60 E. 42nd St., Ste 1800
New York, NY 10165

OWNER *(Name and Address)*: Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

BID

Bid Due Date: February 9th, 2024

Description *(Project Name and Include Location)*: Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction

BOND

Bond Number: N/A

Date *(Not earlier than Bid due date)*: February 9th, 2024

Penal sum Five Percent of Bid (Words) | 5% of Bid (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	**SURETY**
Carver Construction, Inc. (Seal)	Berkley Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Carver P. Laraway	Jaclyn M. Kelly
Print Name	Print Name
President	Attorney-In-Fact
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Coabe Harata - Estimator	Alissa M. Cottrell, Bond Representative
Title	Title

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

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner 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 Owner's sole and exclusive remedy upon default of Bidder.

2. 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 Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner 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).

4. 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 Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced 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 Bid due date.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 **Schenectady**] ss:
On this **9th** day of **February** , **2024** before me personally appeared **Carver P. Laraway** ,
to me known, who being by me duly sworn, did depose and say: that ____ he resides at **Schenectady, New York** ; that **he** is **President**
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
Notary Public

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

SURETY ACKNOWLEDGEMENT

State of **New York**
County of **Schenectady**] ss:
On this **9th** day of **February** , **2024** 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.

Kimberly S. Sylvester
Notary Public

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6089309
Qualified in Schenectady County
Commission Expires March 24, 2027

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.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
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

_____
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.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 9th day of February, 2024.

_____
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2022
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	13,748,920
Common & Preferred Stocks		5,444,146
Cash & Short Term Investments		1,220,600
Premiums Receivable		2,409,952
Other Assets		4,173,176
Total Admitted Assets	$	26,996,794

Liabilities & Surplus

Loss & LAE Reserves	$	13,487,428
Unearned Premium Reserves		4,200,566
Other Liabilities		978,212
Total Liabilities	$	18,666,206
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,949,106
Unassigned Surplus		5,338,471
Total Policyholders' Surplus	$	8,330,587
Total Liabilities & Surplus	$	26,996,794

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Aaron Pearce
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

AFFIDAVIT OF WORKERS COMPENSATION

State of **New York**

SS:

County of **Albany**

Carver Laraway

of **Carver Construction, Inc.**

being duly sworn, deposes and says that he now carries or that he has applied for a Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: Carver Laraway

Subscribed and sworn to before me

this **9th** day of **February**, 20**24**

Melissa K. Vivenzio
Notary Public

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

CERTIFICATION OF COMPLAINCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Municipality receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Municipality will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Municipality shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The Municipality reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I **Carver Laraway**, being duly sworn, deposes and says that he/she is the

President of **Carver Construction, Inc.** and neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

SWORN to before me this

9th day of **February**

20**24**

Notary Public:

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

ID-1

AUTHORIZATION DIRECTING STATE AGENCIES AND AUTHORITIES TO DIVEST PUBLIC FUNDS SUPPORTING RUSSIA

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 Executive Order of the State of New York, to divest their money and assets from any investment, to terminate any contract with an institution or company, that is determined to be a Russian or supporting entity and to refrain from entering new contracts or making any investments in such entities in the future,

B. A bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the forgoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Finance Department to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, may award a bid, on a case by case business under the following circumstances:

1. The investment activities in Russia were made before February 27, 2022, the investment activities in Russia have not been expanded or renewed after February 27, 2022, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Russia and to refrain from engaging in any new investments in Russia; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its function and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Carver Laraway, President
Printed Name

Signature

Carver Construction, Inc.
Company Name

02/09/2024
Date

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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 certificating, 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 Firm: **Carver Construction, Inc.**

Signed by: **Carver Laraway** Title: **President**

Signature: Date: **02/09/2024**

Email: **claraway@carvercompanies.com**

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;

- Sabotaging an individual's work;
- Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor,

their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject

to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue

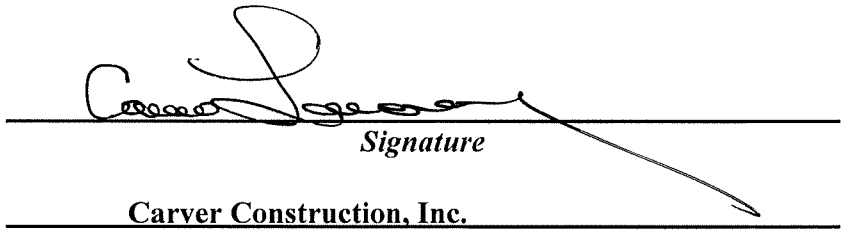
letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.



Signature

Carver Construction, Inc.
Name of Company or Corporation

PO Box 890, 2170 River Road
Address

Coeymans	**NY**	**12045**
City	*State*	*Zip*

claraway@carvercompanies.com
Email

I understand if I am 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.

B7338847

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 26 1989
AMT. OF CHECK $ 120
FILING FEE $ 100
TAX $
COUNTY FEE $
COPY $
CERT $
REFUND $
SPEC HANDLE $ 20
BY:
Albany

Certificate of Incorporation

of

CARVER CONSTRUCTION, INC.

under Section 402 of the Business Corporation Law

Filed By:

Salvatore F. Papa, Esq.

Office and Post Office Address

100 State Street, Suite 700
Albany, NY 12207
(518) 434-2454

327970

JAN 26 6 44 AM '89

JAN 26 12 11 PM '89

FILED

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State of New York
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on DEC 21 1998



Special Deputy Secretary of State

DOS-1266 (5/96)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.

- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.

- For each "Yes" answer in Sections IV, V, VI, VII, VII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.

- A certified annual financial statement, including Accountant's Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.

- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.

- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.

- Submit completed questionnaires marked "CONFIDENTIAL" to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION		
Legal Business Name* Carver Construction, Inc.	EIN 14-1716470	
Complete Address of the Principal Place of Business PO Box 890, 2170 River Road, Coeymans, NY 12045	Phone Number (518) 355-6034	Fax Number n/a
E-mail claraway@carvercompanies.com	Website www.carvercompanies.com	
Authorized Contact for this Questionnaire		
Name Gabe Hanoufa	Phone Number (518) 469-0218	Fax Number n/a
Title Estimator / Project Manager	E-mail ghanoufa@carvercompanies.com	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)
SELECT				SELECT
SELECT				SELECT

I. BUSINESS CHARACTERISTICS

1.0 Business Entity Type -

a) [X] Corporation (including P.C.)	Date of Incorporation	01/26/1989
b) [ ] Limited Liability Company (LLC or PLLC)	Date Organized	
c) [ ] Limited Liability Partnership	Date of Registration	
d) [ ] Limited Partnership	Date Established	
e) [ ] General Partnership	Date Established	County (If formed in NYS)
f) [ ] Sole Proprietor	How many years in business?	
g) [ ] Other	Date Established	

If Other, explain:

1.1 Was the Business Entity formed in New York State?	Yes [X]	No [ ]

If "No" indicate jurisdiction where the Business Entity was formed:
United States [ ] State
Other [ ] Country

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at: http://www.osc.state.ny.us/vendrep/documents/definitions.pdf.
Note: **These terms may not have their ordinary, common or traditional meanings.** Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. **By submitting this questionnaire, the vendor agrees to be bound by the terms as fefined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

I. BUSINESS CHARACTERISTICS	
1.2 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☒ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.3 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☒ No
1.4 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☒ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☒ No
If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally certified Disadvantaged Business Enterprise (DBE)	

1.6 Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint Ventures: Provide information for all firms involved.
(Attach additional pages if necessary.)

Name	Title	Percentage Ownership *(Enter 0% if not applicable)*	Employment Status with the Firm
Carver Laraway	President	100%	☒ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS	
2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?	☐ Yes ☒ No

Firm/Company Name	Firm/Company EIN (If Available)	Firm/Company's Primary Business Activity

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS			
Firm/Company Address			
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?			☐ Yes ☐ No
Individual's Name	Position/Title with Firm/Company		
2.1 Does the Business Entity have any construction-related affiliates not identified in the response to 2.0 above?			☐ Yes ☐ No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity	
Affiliate Address			
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm?			☐ Yes ☐ No
Individual's Name	Position/Title with Firm/Company		
2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? *Attach additional pages if necessary.*			☐ Yes ☐ No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture	

III. CONTRACT HISTORY
3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc. If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc.

IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☒ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☒ No
4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☒ No
4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☒ No
4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☒ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IV. INTEGRITY – CONTRACT BIDDING **Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:**	
4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☒ No
4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☒ No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?	☐ Yes ☒ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the Business Entity to enter into a formal monitoring agreement in connection with any government contract?	☐ Yes ☒ No
5.2 Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☒ No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
6.0 Had a revocation or suspension of any business or professional permit and/or license?	☐ Yes ☒ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☒ No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VII. LEGAL PROCEEDINGS **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☒ No
7.1 Been the subject of: **(i) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or** **(ii) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?**	☐ Yes ☒ No ☐ Yes ☒ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☒ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

VII. LEGAL PROCEEDINGS **Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**	
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☒ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☒ No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☒ No
7.6 Other than previously disclosed, been the subject of any citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:	
▪ **Federal, state or local health laws, rules or regulations;**	☐ Yes ☒ No
▪ **Federal, state or local environmental laws, rules or regulations;**	☐ Yes ☒ No
▪ **Unemployment insurance or workers compensation coverage or claim requirements;**	☐ Yes ☒ No
▪ **Any labor law or regulation, which was deemed willful;**	☐ Yes ☒ No
▪ **Employee Retirement Income Security Act (ERISA);**	☐ Yes ☒ No
▪ **Federal, state or local human rights laws;**	☐ Yes ☒ No
▪ **Federal, state or local security laws?**	☐ Yes ☒ No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY **If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.** **Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:**	
8.0 A sanction imposed relative to any business or professional permit and/or license?	☐ Yes ☒ No ☐ N/A
8.1 A criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☒ No ☐ N/A
8.2 Misdemeanor or felony charge, indictment or conviction for:	
(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or	☐ Yes ☒ No ☐ N/A
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ Yes ☒ No ☐ N/A
8.3 A debarment from any government contracting process?	☐ Yes ☒ No ☐ N/A
For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☒ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000?	☐ Yes ☒ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments (not including UCC filings) over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	☐ Yes ☒ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☒ No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project 20 million	**b. Aggregate (All Projects)** 40 million

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year) 2023	2nd Year (Indicate year) 2022	3rd Year (Indicate year) 2021
Gross Sales $42,933,846	Gross Sales $39,762,122	Gross Sales $30,105,269

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year) 2023/2024	2nd Year (Indicate year) 2022/2023	3rd Year (Indicate year) 2021/2022
Amount 26 million	Amount 20 million	Amount 23 million

9.7 Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). *Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*	☐ Yes ☒ No
Indicate the question number(s) and explain the basis for the claim.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN: 14-1716470

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or 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 not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her 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 New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory **Carver Laraway**

Title **President**

Name of Business **Carver Construction, Inc.**

Address **PO Box 890, 2170 River Road**

City, State, Zip **Coeymans, NY 12045**

Sworn to before me this **9th** day of **February**, 20**24**;

_____ Notary Public

MELISSA K. VIVENZIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01VI6092777
Qualified in Albany County
Commission Expires May 27, 2027

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 Raw Water Transmission Upgrades- Phase 1 / MVWA			Award Date **3/23/2022**	Completion Date **2/15/2024**
	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
		Total Contract Amount $5,394,145.00	Amount Sublet to others $689,284.74	Uncompleted Amount $269,700.00	
2.	Agency/Owner Tempel Lane/Town of East Greenbush			Award Date **5/18/2022**	Completion Date **5/31/2024**
	Contact Person Edward Opatkiewicz		Telephone No. **(518) 424-7308**	Designer Architect and /or Design Engineer Greenman-Pedersen, Inc	
	Contract No. 22-04	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount $6,394,114.00	Amount Sublet to others $1,929,960.95	Uncompleted Amount $127,800.00	
3.	Agency/Owner Frankfort Water System Improvements			Award Date 11/17/2024	Completion Date **8/16/2024**
	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 $6,613,145.00	
4.	Agency/Owner Barnerville Rd Slope Stability Project / Schoharie County			Award Date **4/1/2019**	Completion Date 12/31/2023
	Contact Person Dan Crandell		Telephone No. **(518) 295-2330**	Designer Architect and /or Design Engineer Barton and Loguidice	
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount $1,373,000.00	Amount Sublet to others $450,000.00	Uncompleted Amount $1,098,961.07	

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 Glens Falls DRI Streetscaping			Award Date **5/25/2023**	Completion Date **6/15/2024**
	Contact Person Brian Jones	Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		
	Contract No. 23-05	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount $3,088,690.00	Amount Sublet to others $851,718.32	Uncompleted Amount $2,470,950.00	
6.	Agency/Owner Scotia Glenville MHBH Trail			Award Date **8/10/2023**	Completion Date 05/31/2024
	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
		Total Contract Amount $802,145.00	Amount Sublet to others $96,000.00	Uncompleted Amount $240,640.00	
7.	Agency/Owner Houghtaling Island Sand Harvesting			Award Date **1/16/2024**	Completion Date **2/1/2026**
	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 $5,200,268.00	Amount Sublet to others $0.00	Uncompleted Amount $5,200,268.00	
8.	Agency/Owner Columbia St/ City of Cohoes Department of Public Works			Award Date **10/1/2021**	Completion Date **4/30/2024**
	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
		Total Contract Amount $3,945,645.00	Amount Sublet to others $508,900.72	Uncompleted Amount $39,450.00	

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 Airport Road (CR 412) Culvert Replacement/Albany Co. DPW			Award Date **10/6/2023**	Completion Date **6/30/2024**
	Contact Person Ken Baldwin		Telephone No. (518) 807-6174	Designer Architect and /or Design Engineer Colliers Engineering & Design	
	Contract No. 20-C562	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount $724,645.00	Amount Sublet to others $191,115.00	Uncompleted Amount $724,645.00	
10.	Agency/Owner Hudson Shores Park Play Trail/City of Watervliet			Award Date 12/13/2023	Completion Date **7/1/2024**
	Contact Person Lindsay Zefting		Telephone No. (518) 389-7200	Designer Architect and /or Design Engineer Verity Engineering	
	Contract No. 22-010	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount $498,145.00	Amount Sublet to others $146,195.00	Uncompleted Amount $498,145.00	

Grand Total All Uncompleted Contracts	**$17,283,704.07**

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction **NYS Vendor ID: 1000043756**

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 Village of Red Hook			Award Date **5/20/2021**	Amount **$6,644,237.56**	Date Completed 11/30/2023
	Contact Person Kevin Dufek		Telephone No. (518) 786-7400	Designer Architect and /or Design Engineer C.T. Male Associates		
	Contract No. 1G	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 **5/18/2022**	Amount	Date Completed 10/31/2023
	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 $2,054,791.50	Date Completed 10/20/2023
	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 $3,040,059.50	Date Completed 11/30/2023
	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 Coeymans Landing Riverfront Park/ Town of Coeymans			Award Date 4/19/2022	Amount $1,411,640.00	Date Completed 10/15/2023
	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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction **NYS Vendor ID: 1000043756**

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 RMHU Sewage Pump/ NYS OGS			Award Date **6/3/2021**	Amount **$822,645.00**	Date Completed 6/10/2022
	Contact Person John Lewyek		Telephone No. (518) 474-0201	Designer Architect and /or Design Engineer O'Brien & Gere Engineers		
	Contract No. 46080-C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner CNYPC Site Work Marcy/ DASNY			Award Date **7/14/2021**	Amount **$708,407.64**	Date Completed **4/28/2022**
	Contact Person Robert Fundisi		Telephone No. **(985) 507-4970**	Designer Architect and /or Design Engineer Jacobs Project Management Co.		
	Contract No. 3432309999	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner City of Schenectady: North Ferry Forcemain			Award Date 4/29/2019	Amount **$8,630,010.99**	Date Completed 6/30/2022
	Contact Person Paul LaFond		Telephone No. (518) 378-0835	Designer Architect and /or Design Engineer CHA		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Frankfort to Illion Trail / NYS Canal			Award Date 10/1/2019	Amount $4,719,450.00	Date Completed 9/30/2022
	Contact Person David Mellen		Telephone No. (315) 952-2099	Designer Architect and /or Design Engineer NYSCC		
	Contract No. K19-102818	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Illion to Mohawk Trail / NYS Canal			Award Date 7/1/2020	Amount $5,825,000.00	Date Completed 9/30/2022
	Contact Person David Mellen		Telephone No. (315) 952-2099	Designer Architect and /or Design Engineer NYSCC		
	Contract No. K20-102719	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

Current Assets					
1.	Cash		$		
2.	Accounts receivable – less allowance for doubtful accounts	$			
	Retainers included in accounts receivable				
	Claims included in accounts receivable not yet approved or in litigation				
	Total accounts receivable		$	0.00	
3.	Notes receivable – due within one year		$		
4.	Inventory – materials		$		
5.	Contract costs in excess of billings on uncompleted contracts		$		
6.	Accrued income receivable				
	Interest				
	Other (list)				
	Total accrued income receivable		$	0.00	
7.	Deposits				
	Bid and plan				
	Other (list)				
	Total deposits		$	0.00	
8.	Prepaid expenses				
	Income Taxes				
	Insurance				
	Other (List)				
	Total prepaid expenses		$	0.00	
9.	Other current assets				
	(List)				
	Total other current assets		$	0.00	
10.	Total current assets				$ 0.00

(Will provide if low bidder)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

11.	Investments				
	Listed securities present market value	$			
	Unlisted securities present value				
	Total investments		$	0.00	
12.	Fixed Assets				
	Land				
	Building and improvements				
	Leasehold improvements				
	Machinery and equipment				
	Automotive equipment				
	Office furniture and fixtures				
	Other (list)				
	Total		$	0.00	
	Less: accumulated depreciation		$		
	Total fixed assets net				$ 0.00
13.	Other Assets				
	Loans receivable	officers			
		employees			
		shareholders			
	Cash surrender value of officers' life insurance				
	Organization expense – net of amortization				
	Notes receivable – due after one year				
	Other (list)				
	Total Other Assets		$	0.00	
14.	TOTAL ASSETS				$ 0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

LIABILITIES

	Current Liabilities			
15.	Accounts payable		$	
16.	Loans from shareholders – due within one year			
17.	Notes payable – due within one year			
18.	Mortgage payable – due within one year			
19.	Other payables – due within one year			
	(List)	$		
	Total other payables – due within one year			0.00
20.	Billings in excess of costs and estimated earnings			
21.	Accrued expenses payable	Salaries and wages		
		Employees' benefits		
		Insurance		
		Other		
	Total accrued expenses payable			0.00
22.	Dividends payable			
23.	Income taxes payable	State		
		Federal		
		Other		
	Total income taxes payable			0.00
24.	Total Current Liabilities		$	0.00
25.	Deferred Income Taxes			
	Payable	State		
		Federal		
		Other		
	Total deferred income taxes		$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	Long Term Liabilities				
	Loans from shareholders – due after one year				
	Notes payable – due after one year				
	Mortgage – due after one year				
	Other payables – due after one year				
	(List)				
	Total long term liabilities		$ 0.00		
27.	Other Liabilities				
	(List)				
	Total other liabilities		$ 0.00		
28.	TOTAL LIABILITIES			$	0.00
	NET WORTH				
29.	Net Worth (if proprietorship or partnership)		$		
30.	Stockholders' Equity				
	Common stock issued and outstanding	$			
	Preferred stock issued and outstanding				
	Retained earnings				
	Total		$ 0.00		
	Less: Treasury Stock				
31.	TOTAL STOCKHOLDERS EQUITY			$	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$	0.00

BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents:

- ✓ Bid Form (BF-1 to BF-4)
- ✓ Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5)
- ✓ Bid Summary Form(s) (BS-1 to BS-9)
- ✓ Bid Bond or Certified Bank Check (BB-1 to BB-2)
- ✓ Affidavit of Worker's Compensation (WC-1)
- ✓ Certification of Compliance Iran Divestment Act (ID-1)
- ✓ Non-Collusion Bidding Certification
- ✓ Russia Divestment of Public Funds
- ✓ Non-Discrimination and Harassment in the Workplace
- ✓ Proof of Ability to do Work in NYS or Covenant to Obtain
  (obtained from NY Dept of State)
- ✓ NYS Uniform Contracting Questionnaire with attachments (CCA-2)

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

Memorandum

To: Mr. Fred Mastroianni, Town of Rotterdam

From: Ryan Trunko, PE

Subject: Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction

Date: February 14, 2024

RECOMMENDATION OF AWARD

Computation Verified by: GPI/Greenman-Pedersen, Inc.
Date: February 14, 2024

Contract Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction
Bid Opening Date February 9, 2024

BIDDERS IN RANK ORDER:

RANK	CONTRACTOR	BID AMOUNT
	ENGINEERS ESTIMATE	$1,572,893.00
1	CARVER COMPANIES INC	$1,458,145.00
2	JABLONSKI EXCAVATING, INC	$1,477,000.00
3	TECH INDUSTRIES LLC	$1,492,609.00
4	BORDERLINE EXCAVATION & FENCE	$1,608,588.50
5	MAPLE RIDGE ORGANICS LLC	$1,679,654.42
6	PETER LUIZZI BROS CONTRACTING	$1,758,961.30
7	NEW CASTLE PAVING LLC	$1,956,003.39

The Lowest Responsible Bidder that met all of the Bid Submission Requirements as outlined in RFB is: **CARVER COMPANIES INC** with a Low Bid: **$1,458,145.00.**

(**X**) I recommend the award of the above contract to the lowest responsible bidder.
( ) I recommend rejection of all bids.

~~MEMORANDUM OF BIDS~~

SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION
TOWN OF ROTTERDAM

Letting Date: 2:30PM, FEBRUARY 9, 2024
Municipality: Rotterdam
Contract NO. 0
No. of Bids 7

CONTRACTOR		TOTAL BID	% OVER/UNDER EE
Carver Companies Inc	$	1,458,145.00	-7.30%
Borderline Excavation & Fence	$	1,608,588.50	2.27%
Jablonski Excavating Inc	$	1,477,000.00	-6.10%
Maple Ridge Organics LLC	$	1,679,654.42	6.79%
New Castle Paving LLC	$	1,956,003.39	24.36%
Peter Luizzi Bros Contracting	$	1,758,961.30	11.83%
Tech Industries LLC	$	1,492,609.00	-5.10%
ENGINEERS ESTIMATE	$	1,572,893.00	

BID VERIFIED BY GPI/GREENMAN PEDERSEN, INC. ON FEBRUARY 14, 2024

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT A PUBLIC BID OPENING. THE BID OPENING WAS HELD AT THE ROTTERDAM TOWN HALL ON FEBRUARY 9, 2024 AT 2:30PM FOR A CONTRACT IN THE TOWN OF ROTTERDAM KNOWN AS SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVMEENTS AND ROADWAY CONSTRUCTION

TOWN OF ROTTERDAM

RESOLUTION NO. 113.24

TO ACCEPT BID AND AWARD CONTRACT FOR GENERATOR BUILDING MODIFICATIONS

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 on February 13, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

GENERATOR BUILDING MODIFICATIONS

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 Generator Building Modifications for the Town of Rotterdam to Bubonia Holding Corp., located at 18 West Albany Drive, Albany, NY 12205, with a bid amount not to exceed forty-seven thousand eight hundred ninety and 00/100 ($47,890.00) dollars.

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

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 20, 2024

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to award construction of the Generator Building Modifications project at 49 Rice Road to the lowest responsible bidder, which Bubonia Holding Corporation in the amount of $47,890.00.

TOWN BOARD MEETING: February 28, 2024

Background Information: The Town consultant engineer (Barton and Loguidice) prepared final design plans for the modifications to the Generator Building Modifications. The project involves removal of concrete blocks and bricks for installation of a new garage door, replacement and creating an opening on the interior wall. A total of five (5) bids were received for the project and below is the summary of each bid:

- Bubonia Holding Corporation - $47,890.00
- Mid-State Industries LTD - $54,811.00
- AMZ Construction - $53,000.00
- PCC Contracting - $78,420.00
- Gallo Construction - $96,200.00

Evaluation/Analysis: The bids were evaluated, and it is recommended the project be awarded to Bubonia Holding Corporation since they were determined to be the lowest responsible bidder.

Recommendation(s): I recommend that the Town Board award the construction of the project to Bubonia Holding Corporation and enter into an agreement to complete the work.

Attachment/Document(s): Contractors bids and summary of bids.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

BUBONIA HOLDING CORP.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Generator Building Modifications

SUBMITTED BY: Bubonia Holding Corp.

18 West Albany Drive

Albany, New York 12205

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Rotterdam
Attn: Diane Marco, Town Clerk
Department of Public Works
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 Owner 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 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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.	Addendum Date
#1	1-26-24
#2	1-30-24

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 Owner 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 Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner 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 Owner, 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 complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT BID ITEMS

1. Demolition and Disposal of Materials — Lump Sum Price: $16,090.00
2. Masonry and Steel Modifications — Lump Sum Price: $30,000.00
3. ~~Overhead Doors Installation~~ 3. Mobilization 4% Max. — Lump Sum Price: $1,200.00

4. ~~Mobilization (4% max. of above items)~~ ~~Lump Sum Price:~~ _____

TOTAL LUMP SUM BID PRICE $47,890.00

SUBMITTED on February 09, 2024.

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

Stephen J Bubonia
Signature Stephen J. Bubonia - Pres.

Bubonia Holding Corp.
Name of Company or Corporation

18 West Albany Drive
Address

Albany New York 12205
City *State* *Zip*

steve@bubonia.com
Email

I understand if I am 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.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

AGREEMENT

THIS AGREEMENT is by and between _____("Owner") and

_____("Contractor")

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: contractor(s) shall provide labor, materials and equipment as needed to modify the generator building as shown on the plans and as per the specifications. The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Barton & Loguidice, D.P.C. ("Engineer").

3.02 The Owner has retained an engineer to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 calendar days after the date of the signed agreement and completed and ready for final payment within 90 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner FIVE HUNDRED ($500.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner FIVE HUNDRED ($500) for each calendar day that expires after such time until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Total of Lump Sum Amount is:

_____ Dollars
(words)

And _____ cents $_____
(words) (figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

   a. Ninety-five (95) percent of Work completed (with the balance being retainage); and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Owner, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance, the Owner shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract 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 Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. The contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

The Contract Documents include all language stated in the bid documents and supplementary documentation provided by the contractor (performance bond, insurance, etc.), design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the owner and contractor.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Town of Rotterdam

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(where applicable)

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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 certificating, 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: Bubonia Holding Corp.

Signed by: Stephen J. Bubonia Title: President

Signature: Stephen J. Bubonia Date: 02/09/24

Email: steve@bubonia.com

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

Resolved that Stephen J. Bubonia be authorized to sign and submit the bid or proposal of this corporation for Bubonia Holding Corp. 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 Board of Directors Bubonia Holding corporation at a meeting of its board of directors held on the 09 day of Feb., 2024

(SEAL OF THE CORPORATION)

Stephen J Bubonia

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 Firm: Bubonia Holding Corp.

Signed by: Stephen J. Bubonia Title: President

Signature: Stephen J Bubonia Date: 02/09/24

NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

CONTRACT TIMES AND COMPLETION DATE

The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement. The contractor shall complete the project within 60 calendar days from the start of the work.

GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

BID SECURITY

A Bid must be accompanied by Bid security made payable to Owner 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 Owner 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, Owner 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 Owner's exclusive remedy if Bidder defaults.

C. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner 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 Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

BID BOND

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

BIDDER *(Name and Address)*:
Bubonia Holding Corp.
18 West Albany Drive
Albany, New York 12205

SURETY *(Name, and Address of Principal Place of Business)*:
Hudson Insurance Company
100 William Street
New York, New York 10038

OWNER *(Name and Address)*:
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date: February 9th, 2024
Description *(Project Name)*: Generator Building Modifications, 49 Rice Road, Rotterdam, NY

BOND

Bond Number: N/A
Date: February 8th, 2024
Penal sum Five Percent of Attached Bid (Words) $ (5%) (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	SURETY
Bubonia Holding Corp. (Seal)	Hudson Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Stephen J. Bubonia	By: Jaymie P. Columbus
Signature	Signature (Attach Power of Attorney)
Print Name Stephen Bubonia	Print Name Jaymie P. Columbus
Title President	Title Attorney-in-Fact
Attest: Project Manager	Witness: Kayley Klinkel
Signature	Signature
Title	Title Kayley Klinkel, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner 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 Owner's sole and exclusive remedy upon default of Bidder.

2. 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 Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner 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).

4. 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 Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner 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.

6. No suit or action shall be commenced 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and_____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who 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, _____ County

Commissioner of Deeds_____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE
STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the subscriber personally came_____, to me known, who being by me duly sworn did depose and say that he resides in the City/Town of_____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____

Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Supervisor

INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit
All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

WAGE RATES

The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the New York State Department of Labor shall be paid on this project.

SALES AND USE TAXES

The Owner is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).
(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
(b) Payment will be made upon the submission of a completed payment request and supporting documentation.
(c) The Town of Rotterdam is not subject to federal, state, or local taxes.
(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount

necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SUBCONTRACTORS

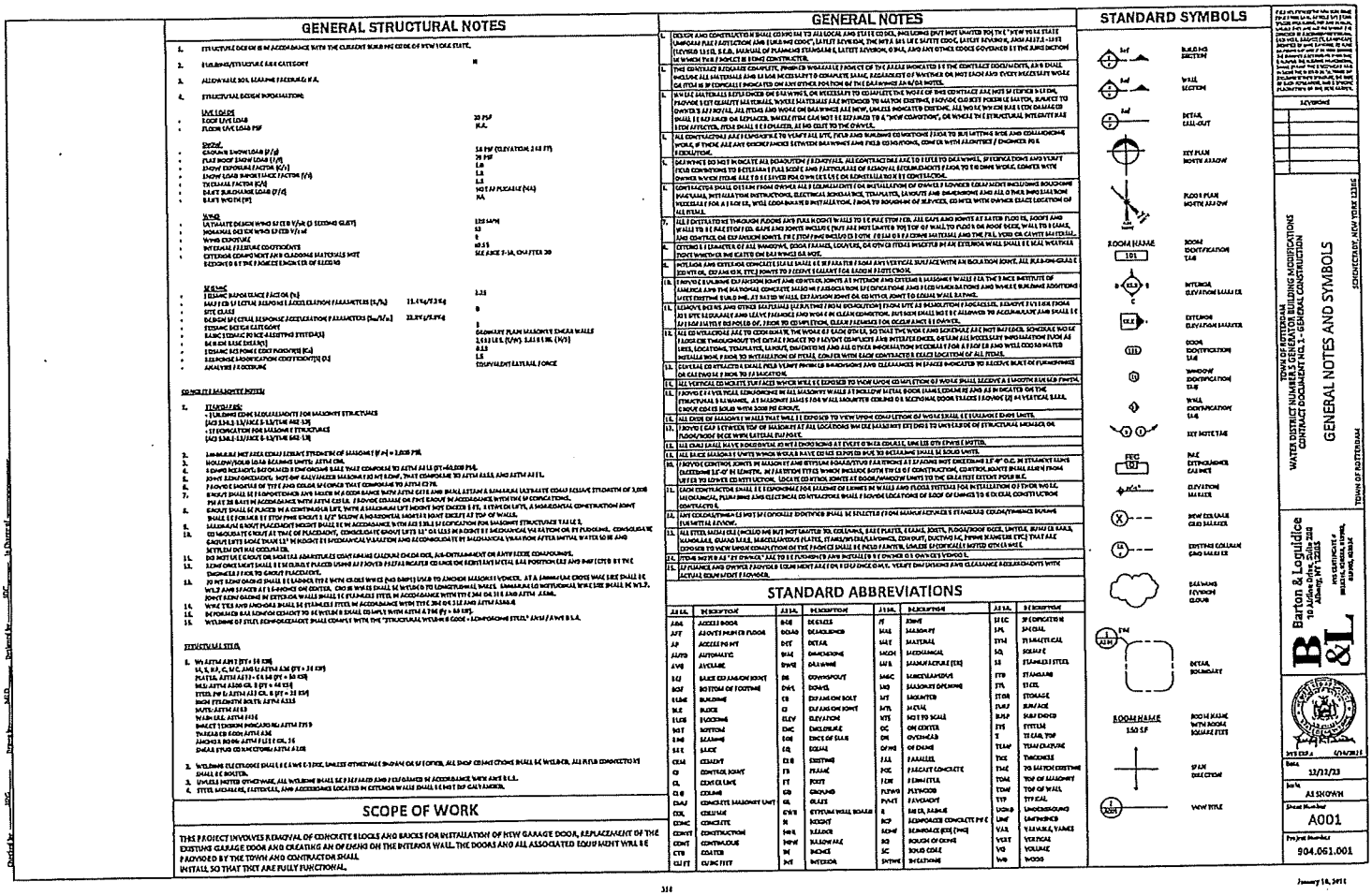
Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.



GENERAL STRUCTURAL NOTES

1. STRUCTURE DESIGN IS IN ACCORDANCE WITH THE CURRENT NEW YORK STATE BUILDING CODE.
2. BUILDING/STRUCTURE RISK CATEGORY: II
3. ALLOWABLE SOIL BEARING PRESSURE: N.A.
4. STRUCTURAL DESIGN INFORMATION:

LIVE LOADS
- ROOF LIVE LOAD: 20 PSF
- FLOOR LIVE LOAD PSF: N.A.

SNOW
- GROUND SNOW LOAD Pg: 50 PSF (ELEVATION: 250 FT)
- FLAT ROOF SNOW LOAD (Pf): 35 PSF
- SNOW EXPOSURE FACTOR (Ce): 1.0
- SNOW LOAD IMPORTANCE FACTOR (Is): 1.1
- THERMAL FACTOR (Ct): 1.1
- DRIFT SURCHARGE LOAD (Pd): NOT AN APPLICABLE (NA)
- DRIFT WIDTH (W): NA

WIND
- ULTIMATE DESIGN WIND SPEED V (3-SECOND GUST): 130 MPH
- NOMINAL DESIGN WIND SPEED V (ASD): 83
- WIND EXPOSURE: B
- INTERNAL PRESSURE CONSTRUCTIONS: 0.55
- EXTERIOR COMPONENT AND CLADDING MATERIALS NOT SPECIFIED OR BY THE PROJECT ENGINEER OF RECORD: SEE ASCE 7-16, CHAPTER 30

SEISMIC
- SEISMIC IMPORTANCE FACTOR (Ie): 1.25
- MAPPED SPECTRAL RESPONSE ACCELERATION PARAMETERS (Ss/S1): 11.4%g/13.6%g
- SITE CLASS: D
- DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS (SDS/SD1): 22.9%g/8.8%g
- SEISMIC DESIGN CATEGORY: B
- BASIC SEISMIC FORCE-RESISTING SYSTEM(S): GRADE-MAY PLAIN MASONRY SHEAR WALLS
- BASE SHEAR (V): 1.5 kip (LRFD) 2.1 k (ASD)
- SEISMIC RESPONSE COEFFICIENT (Cs): 0.15
- RESPONSE MODIFICATION COEFFICIENT (R): 1.5
- ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE

CONCRETE MASONRY NOTES:

1. STANDARDS:
   - BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530.1-13/ASCE 5-13/TMS 402-13)
   - SPECIFICATION FOR MASONRY STRUCTURES (ACI 530.1-13/ASCE 6-13/TMS 602-13)
2. MINIMUM NET AREA COMPRESSIVE STRENGTH OF MASONRY (f'm) = 1,500 PSI.
3. HOLLOW/SOLID LOAD BEARING UNITS: ASTM C90.
4. MORTAR: NATURAL, BUFF-COLORED SAND MIX THAT CONFORMS TO ASTM A6 III (PT-40,000 PSI).
5. JOINT REINFORCEMENT: MULTI-WIRE LADDER MASONRY JOINT REINF., MIN. THAT CONFORMS TO ASTM A82, AND ASTM A1 1.
6. PROVIDE MORTAR OF TYPE AND COLOR AS CHOICE THAT CONFORMS TO ASTM C270.
7. MORTAR SHALL BE PROPORTIONED AND MIXED IN A DRUM RANGE WITH ASTM C270 AND SHALL ATTAIN A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 1,800 PSI AT 28 DAYS IN ACCORDANCE WITH ASTM C270 LR. PROVIDE CERTIFICATE OF TYPE TEST BY MANUFACTURER IN ACCORDANCE WITH TMS 402 CONSTRUCTION.
8. CONCRETE SHALL BE PLACED IN A CONTINUOUS LIFT, WITH A MAXIMUM LIFT HEIGHT NOT EXCEED 5 FT, BEFORE OR LIFT, A HORIZONTAL CONSTRUCTION JOINT SHALL BE FORMED BY STOPPING CONCRETE 1 1/2" BELOW A NO-HORIZONTAL MORTAR JOINT EXCEPT AT TOP OF WALLS.
9. MASONRY UNITS SHALL NOT BE PLACED IN MORTAR THAT HAS BEEN RETEMPERED OR MORE THAN 2.5 HOURS AFTER INITIAL MIXING.
10. DO NOT LET GROUT OR MORTAR ACCUMULATE ON THE FACE OF MASONRY UNITS. PROTECT CLEANOUTS AND ANY EXPOSED REINFORCEMENT FROM GROUT AND MORTAR DROPPINGS.
11. DO NOT USE GROUT OR MORTAR THAT HAS BECOME STIFF OR HAS BEGUN TO HARDEN.
12. REINFORCEMENT SHALL BE SECURELY PLACED USING APPROVED METAL SUPPORTS AND SPACERS BEFORE GROUT OR CONCRETE IS PLACED.
13. DO NOT REINFORCING SHALL BE CLEANED FREE OF MUD, DIRT, OR OTHER MATERIALS THAT REDUCE BOND BEFORE GROUT IS PLACED.
14. WHERE TIES AND STIRRUPS SHALL BE STAINLESS STEEL IN ACCORDANCE WITH TYPE 304 OR 316 AND ASTM A580.
15. REINFORCING BAR LAP ON CENTER TO BE WITHIN 8 INCHES OF EACH OTHER WITH ASTM A 706 (fy = 60 KSI).
16. WELDING OF STEEL REINFORCEMENT SHALL COMPLY WITH THE "STRUCTURAL WELDING CODE - REINFORCING STEEL" AWS / ANSI D 1.4.

STRUCTURAL STEEL

1. W+ ASTM A992 (FY = 50 KSI)
   W, S, HP, C, MC, AND L ASTM A36 (FY = 36 KSI)
   PLATES, ASTM A572 = GR 50 (FY = 50 KSI)
   HSS: ASTM A500 GR. B (FY = 46 KSI)
   PIPES: PIP 3: ASTM A53 GR. B (FY = 35 KSI)
   HIGH STRENGTH BOLTS: ASTM A325
   NUTS: ASTM A563
   WASHERS: ASTM F436
   DIRECT TENSION INDICATING: ASTM F959
   THREADED RODS: ASTM A36
   ANCHOR RODS: ASTM F1554 GR. 36
   SMALL STUD CONNECTORS: ASTM A108
2. WELDING ELECTRODES SHALL BE E 4 XX E 7-XX, UNLESS OTHERWISE SHOWN OR SPECIFIED. ALL SHOP CONNECTIONS SHALL BE WELDED. ALL FIELD CONNECTIONS TO BE BOLTED.
3. UNLESS NOTED OTHERWISE, ALL WELDING SHALL BE PERFORMED AND QUALIFIED IN ACCORDANCE WITH AWS D1.1.
4. STEEL MEMBERS, FASTENERS, AND ACCESSORIES LOCATED IN EXTERIOR WALLS SHALL BE HOT DIP GALVANIZED.

SCOPE OF WORK

THIS PROJECT INVOLVES REMOVAL OF CONCRETE BLOCKS AND BRICKS FOR INSTALLATION OF NEW GARAGE DOOR, REPLACEMENT OF THE EXISTING GARAGE DOOR AND CREATING AN OPENING ON THE INTERIOR WALL. THE DOORS AND ALL ASSOCIATED EQUIPMENT WILL BE PROVIDED BY THE TOWN AND CONTRACTOR SHALL INSTALL SO THAT THEY ARE FULLY FUNCTIONAL.

GENERAL NOTES

1. DESIGN AND CONSTRUCTION SHALL COMPLY WITH ALL LOCAL AND STATE CODES, INCLUDING BUT NOT LIMITED TO, THE LATEST APPLICABLE EDITIONS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE; THE NYS ENERGY CONSERVATION CONSTRUCTION CODE; LATEST REVISION, AND ASHRAE 90.1-2019 (LATEST REVISION), S.E.A. MANUAL OF PREFERRED STANDARDS & LATEST REVISION, OSHA, AND ANY OTHER CODES GOVERNED BY THE JURISDICTION IN WHICH THE PROJECT IS BEING CONSTRUCTED.
2. THE CONTRACT DOCUMENTS COMPLETE, PRINTED WORK AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS, AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY TO COMPLETE SAME, REGARDLESS OF WHETHER OR NOT EACH AND EVERY NECESSARY ITEM OR DETAIL IS SPECIFICALLY INDICATED ON ANY OTHER PORTION OF THE DRAWINGS OR SPECIFICATIONS.
3. IN USE, CONTRACTOR SHALL EXERCISE CARE IN REMOVAL OF EXISTING MATERIALS TO ASSURE THAT THE USE OF THIS CONTRACT SHALL NOT BE CONFINED TO PROVIDE FIRST QUALITY MATERIALS, WHERE MATERIALS ARE INTENDED TO MATCH EXISTING, PROVIDE CLOSEST POSSIBLE MATCH, SUBJECT TO OWNER'S APPROVAL. ALL ITEMS AND WORK ON DRAWINGS ARE NEW, UNLESS INDICATED EXISTING. ALL WORK IN EXISTING CONSTRUCTION SHALL BE CAREFUL AND OR REPLACED, WHERE EITHER CAN NOT BE DONE AND TO A "NEW CONDITION", OR WHERE IN STRUCTURAL INTEGRITY MAY BE AFFECTED, ITEMS SHALL BE REPLACED, AT NO COST TO THE OWNER.
4. ALL CONTRACTORS ARE RESPONSIBLE TO VERIFY ALL SITE, FIELD AND BUILDING CONDITIONS PRIOR TO BIDDING, INCLUDING BUT NOT LIMITED TO SETTING BOX AND COORDINATING WORK, IF THERE ARE ANY DISCREPANCIES BETWEEN DRAWINGS AND FIELD CONDITIONS, CONTACT WITH ARCHITECT / ENGINEER PRIOR TO CONSTRUCTION.
5. DRAWINGS DO NOT INDICATE ALL DEMOLITION / REMOVALS. ALL CONTRACTORS ARE TO VISIT SITE TO DETERMINE ALL DEMOLITION / REMOVALS REQUIRED TO PERFORM ALL WORK AS SHOWN AND DESCRIBED IN CONTRACT DOCUMENTS TO ESTABLISH FULL SCOPE AND PARTICULARS OF REMOVAL REQUIREMENTS PRIOR TO BIDDING. WORK OMITTED FROM CONTRACTOR

LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
(1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
(2) Accident Reporting per 29 CFR 1926 Subpart C
(3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
(4) Fall Protection per 29 CFR 1926 Subpart M
(5) Working Over Water per 29 CFR 1926 Subpart O
(6) Electrical Safety per 29 CFR 1926 Subpart K
(7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
(8) Hazardous Materials per 29 CFR 1926 Subpart Z
(9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
(10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
(11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
(12) Drilling and blasting per 29 CFR 1926, Subpart U
(13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

GENERAL DESCRIPTION OF WORK

The selected contractor(s) shall provide labor, materials and equipment as needed to modify the generator building as shown on the plans and as per the specifications. The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional.

TECHNICAL SPECIFICATIONS

Refer to the design plans for the technical specifications.

BIDDING & CONTRACT REQUIREMENTS

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, New York 12306

We have reviewed the Bid of Bubonia Holding Corp.
(Contractor)
of 18 West Albany Drive, Albany New York 12205
(Address)

for Generator Building Modifications, 49 Rice Road, Rotterdam, NY

(Project)

Bids for which will be received on February 9th, 2024
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Witness:

Kayley Klinkel

Hudson Insurance Company

Surety's Authorized Signature(s)
Jaymie P. Columbus, Attorney-in-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

INDIVIDUAL

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

_____
Notary Public

COPARTNERSHIP

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

CORPORATE

STATE OF NEW YORK
COUNTY OF ALBANY } ss

On this 8th day of February, 2024, before me personally appeared Stephen Bubonia to me known, who, being by me first duly sworn, did depose and say that he/she resides in Albany, New York; that he/she is the President of Bubonia Holding Corp. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Morris C. Warner Jr.
Notary Public

MORRIS C. WARNER, JR.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WA4159402
Qualified in Albany County
Commission Expires February 28, 20 26

SURETY

STATE OF NEW YORK
COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the Hudson Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 8th day of February, A.D. 2024.

Kayley Klinkel
Notary Public, State of New York
Reg. No. 01KL0014828
Qualified in Schenectady County
Commission Expires 10/24/2027

Kayley Klinkel
Notary Public

Form F5345

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2022

ASSETS

Bonds	$	485,914,449
Real estate		0
Mortgage Loans on Real Estate		73,581,960
Cash on hand and on deposit		44,223,336
Reinsurance Receivable		629,031,777
FIT recoverable (including net deferred tax asset)		25,025,629
Aggregate write-ins for other than invested assets		492,356,287
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		126,326,463
Stocks		415,394,105
Other Assets		62,859,618
Total Assets	$	2,354,713,624

LIABILITIES & SURPLUS

Losses	$	337,517,938
Loss adjustment expense		36,920,563
Other expenses		29,857,382
Unearned Premiums		160,331,236
Ceded reinsurance premiums payable		988,181,837
Payable to parent, subsidiaries and affiliates		6,337,448
Commissions payable, contingent commissions and other similar charges		42,920,776
Other Liabilities		147,279,591
Total Liabilities	$	1,749,346,771
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		304,386,518
Surplus as regards policyholders	$	605,366,853
Total Liabilities and Surplus	$	2,354,713,624

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

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2022.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 6th day of March , 2023.

Rory A. Rose
Rory Rose
Chief Financial Officer

Subscribed and sworn to before me this 6th day of March , 2023.

Ann M. Murphy
Notary Public

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County, Certified in New York
Commission Expires December 10, 2025

HUDSON INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint **Michael J. Grasso, John C. Bieniek, Anthony J. Mashuta**

Harry B. Ungeheuer, Jaymie P. Columbus, Kimberly A. Ritchie

of the state of New York

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 23rd day of March, 20 22 at New York, New York.

(seal)

HUDSON INSURANCE COMPANY

Attest.....
Dina Daskalakis
Corporate Secretary

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 23rd day of March, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above 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.

(Notarial Seal)

CAMERON GOURLAY
NOTARY PUBLIC
STATE OF NEW YORK

Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 8th day of February, 20 24.

(Seal)

By.....
Dina Daskalakis, Corporate Secretary

TOWN OF ROTTERDAM

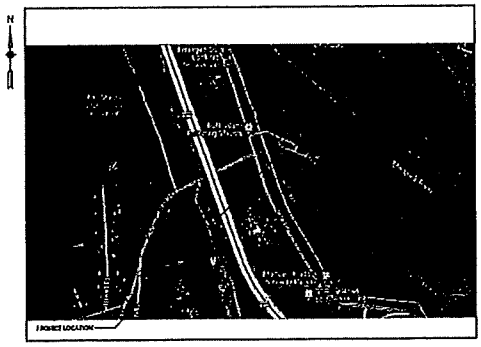
WATER DISTRICT NUMBER 5 GENERATOR BUILDING MODIFICATIONS

CONTRACT NO. 1 - GENERAL CONSTRUCTION

WATER DISTRICT NUMBER 5
49 RICE ROAD
SCHENECTADY, NEW YORK 12306

Barton & Loguidice

PROJECT DRAWING INDEX		
SHEET NUMBER	SHEET NAME	DATE 12-22-2023
G001	COVER SHEET	C
A001	GENERAL NOTES AND TI MARK	C
A002	PROJECT SPECIFICATIONS	C
A101	DEMOLITION AND NEW WORK PLAN	C
A102	DOOR SCHEDULE AND DETAILS	C



12/22/23
CONTRACT DOCUMENTS

REGISTERED ARCHITECT
STATE OF NEW YORK

TIMOTHY R. BAYUSIK
EXPIRATION: 4/30/2024

Sheet Number
G001
Project Number
904.061.001

BID FOR GENERATOR BUILDING MODIFICATIONS 2024

BID FOR: Generator Building Modifications
DATE OF TB MTG. & RESOLUTION #: 1/10/2024 Res #64.24
DATE BID PACKETS BECOME AVAILABLE: 1/12/2024

DATE PUBLISHED IN NEWSPAPER: 1/12/2024
DATE & TIME BIDS TO BE OPENED: 2/2/2024 @11:00 AM
Changed to 2-9-24 3:00pm due to addendum #2

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	picked up packet 1:20 pm 1/26/2024 dropped off 2/9/24 1:56pm	KC	Bubonia Holding Corp peter@bubonia.com steve@bubonia.com	18 West Albany Drive Albany, NY 12205	Peter Zeltins	(518)528-0445		$47,890.00	I called him at 3pm and told him we had an addendum1 and he had me email the completed packet with the addendum.
2	2/9/24 2:41pm	KC	Mid-State Industries LTD info@midstateltd.com	1105 Catalyn Street Schdy, NY 12303	Dalton Lewandowski	(518)374-1461		$54,811.00	
3	2/9/24 2:46pm	KC	AMZ Construction Services Inc annalisa@amzinc.net	1234 Main Street P.O. Box 232 RJ NY 12150	Annalisa Zappia	(518)887-2919		$53,000.00	
4	2/9/24 2:48pm	KC	PCC Contracting mlock @pcccontracting.com lblackburn@pcccontracting .com	1861 Chrisler Ave Schdy NY 12303	Mike Lock	(518)785-8000		$78,420.00	
5	Bidnet 3:00pm	MG	Gallo Construction Corp lradigan@gallogc.com kgallo@gallogc.com	50 Lincoln Ave Watervliet, NY 12189		(631)903-7354		$96,200.00	

RESOLUTION NO. 114.24

TO ACCEPT BID AND AWARD CONTRACT FOR ON CALL ELECTRICAL CONSTRUCTION SERVICES

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 on February 8, 2024 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (http://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:

ON CALL ELECTRICAL CONSTRUCTION SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for On Call Electrical Construction Services**,** as needed for the Town of Rotterdam to Spring Electric, located at 93 Blue Factory Road Averill Park, NY 12018, at the hourly rates, overhead and profit percentages per the attached spreadsheet, related to water and wastewater work only.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bids for On Call Electrical Construction Services**,** as needed for the Town of Rotterdam to Twin Electrical Solutions, located at 28 Clinton Court North Stillwater, NY 12170 and Comalli, located at 111 Exchange Street Albany, NY 12205, at the hourly rates, overhead and profit percentages per the attached spreadsheet, related to services needed for town buildings, residential and light commercial work only on a rotational basis.

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

SECTION 4. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 13, 2024

TO: Town Board

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

TITLE OF REQUEST: On-Call Electrical Contractors Bids Acceptance

TOWN BOARD MEETING: February 28, 2024

Background Information: Bids were received on February 2, 2024, for on-call electrical contractor services on an as-needed basis. The work may include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of electrical facilities that are damaged as determined by the Town on an as needed basis.

Evaluation/Analysis: The labor rates and overhead and profit percentages are reasonable for the proposed work when/if needed.

Recommendation(s): I recommend that the Town Board approve the hourly rates, overhead and profit percentages for each contractor as per the attached spreadsheet. In addition, Spring Electric is to only provide their services related to water and wastewater work. Twin Electrical Solutions and Comalli Electric are to provide their services for town buildings, and possibly residential and light commercial work on a rotational basis.

Attachment/Document(s): See tabulation spreadsheet and contractor bid sheets.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

SPRING ELECTRIC

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 9.5

2. Describe your previous experience providing electrical contractor construction, maintenance and repair services to like-sized public agencies and/or private companies: Panel upgrades, meter conversions, MCC, generators, controls devices, lighting Primarily industrial/commercial with municipalities

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 Tim Ryan, Town of Colonie, 518-783-2716ext4 tryan@colonie.org

Client 2 Mark Yetto, Town of Colonie, 518-783-2716x4 yettom@colonie.org

Client 3 Dan Rourke, Saratoga County Sewer, 518-661-7396 DRourke@saratogacountyny.gov

Client 4 Maurice DuBoy, Town of Bethlehem, 518-439-4955x1701 mDuboy@townofbethlehem.org

Client 5 John Saia, J Sacred Construction, 58-852-9471 jsaia@jsacredconstruction.com

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Patrick Spring 30+

b. Apprentice Electrician Casey Kilmartin 5+

c. Journeyman Electrician Daniel Buonocore 20+

d. Maintenance Electrician Patrick Spring 30+

See additional

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Electrician Labor Rate (8 hours) Hourly Rate _____
2. Master Electrician Labor Rate (weekends & holidays) Hourly Rate _____
3. Apprentice Electrician Rate (8 hours) Hourly Rate _____
4. Apprentice Electrician Rate (weekends & holidays) Hourly Rate _____
5. Journeyman Electrician Rate (8 hours) Hourly Rate _____
6. Journeyman Electrician Rate (weekends & holidays) Hourly Rate _____
7. Maintenance Electrician Rate (8 hours) Hourly Rate _____
8. Maintenance Electrician Rate (8 hours) Hourly Rate _____

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new electrical or replace deteriorated electrical items for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage 16%

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the electrical installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

#1 1/24/24

TOWN OF ROTTERDAM

On-Call Electrical Contractor Services

Addendum 1 – January 24, 2024

This Addendum forms a part of, and modifies, the original Contract Documents. Each Bidder shall acknowledge receipt of all addenda on the Bid Proposal form included in the Contract Documents. Failure to provide acknowledgement may subject Bidder to disqualification. This addendum replaces section B. LABOR RATES.

BID FORM

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1.	Master Electrician Labor Rate (weekdays - 8 hours)	Hourly Rate 150-
2.	Master Electrician Labor Rate (weekdays OT)	Hourly Rate 200-
3.	Master Electrician Labor Rate (weekends & holidays)	Hourly Rate 225-
4.	Apprentice Electrician Rate (weekdays - 8 hours)	Hourly Rate 85-
5.	Apprentice Electrician Rate (weekdays OT)	Hourly Rate 120-
6.	Apprentice Electrician Rate (weekends & holidays)	Hourly Rate 140-
7.	Journeyman Electrician Rate (weekdays - 8 hours)	Hourly Rate 105-
8.	Journeyman Electrician Rate (weekdays OT)	Hourly Rate 150-
9.	Journeyman Electrician Rate (weekends & holidays)	Hourly Rate 175-
10.	Maintenance Electrician Rate (weekdays - 8 hours)	Hourly Rate 105-
11.	Maintenance Electrician Rate (weekdays OT)	Hourly Rate 150-
12.	Maintenance Electrician Rate (weekends & holidays)	Hourly Rate 175-

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

End of Addendum No. 1

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each electrical repair or replacement project:

SUBMITTED on February 2, 2024.

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

Victoria Spring
Signature

Spring Electric Inc.
Name of Company or Corporation

63 Blue Factory Rd.
Address

Averill Park NY 12018
City ***State*** ***Zip***

Vspring@springelectric.biz
Email

I understand if I am 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.

**If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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 certificating, 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: Spring Electric, INC.
Signed by: Victoria J. Spring Title: President
Signature: Victoria J Spring Date: 2/28/24
Email: VSpring@springelectric.biz

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that Victoria J. Spring be authorized to sign and submit the bid or proposal of this corporation for Spring Electric, 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 Spring Electric, Inc corporation at a meeting of its board of directors held on the 05 day of February, 2015

(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 Firm: Spring Electric, Inc.

Signed by: Victoria J. Spring Title: President

Signature: Victoria J. Spring Date: 2/2/24

TWIN ELECTRICAL SOLUTIONS

Town of Rotterdam

Request for Bids

On-Call Electrical Construction Services

Bid Opening:

February 2, 2024

@ 10:30 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:30 AM local time on Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

On-Call Electrical Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of electrical facilities that are damaged as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 3 years 2 months

2. Describe your previous experience providing electrical contractor construction, maintenance and repair services to like-sized public agencies and/or private companies: on call service for Greenfield Manufactoring, 4 walmart renovations totaling over 1.3 million, Ground-up build & design for an expansion warehouse at Metro Metal Recycling, EV chargers for County projects

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 Kevin Joslin, Manlvis NY, 315-682-7734, Kevinj@rLspencer.com
Walmart remodel General Contractor

Client 2 Charlie Van Hall, Saratoga NY, 518-378-1324, ScrapmanNY@AOL.com
Owner of Metro Metals

Client 3 Stan Podkulski, Saratoga NY, 518-779-9132, Stan@Gmfg.net
Production Manager Greenfield manufactoring

Client 4 Christian Spenziero, Schenectady NY, 5183205049, christian@chargesmartEV.com
Managing Partner chargesmart EV

Client 5 Ken Vanderhoff, Albany NY, 5183394798, Kennyvc.2001@yahoo.com
Electrical Inspector for the Inspector LLC

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Jon Burns

b. Apprentice Electrician Chad hickock, Moen Ibrahim

c. Journeyman Electrician Phil Waller / Jon Burns

d. Maintenance Electrician Phil Waller / Jon Burns

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Electrician Labor Rate (8 hours) — Hourly Rate $ 85
2. Master Electrician Labor Rate (weekends & holidays) — Hourly Rate $ 125
3. Apprentice Electrician Rate (8 hours) — Hourly Rate $ 55
4. Apprentice Electrician Rate (weekends & holidays) — Hourly Rate $ 85
5. Journeyman Electrician Rate (8 hours) — Hourly Rate $ 85
6. Journeyman Electrician Rate (weekends & holidays) — Hourly Rate $ 125
7. Maintenance Electrician Rate (8 hours) — Hourly Rate $ 85
8. Maintenance Electrician Rate (8 hours) — Hourly Rate $ 85

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new electrical or replace deteriorated electrical items for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage 20%

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the electrical installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Pages 1-22 of Bid Package 1-21-24

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation 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 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 _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__**.

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

I, Amanda Burns hereby sign and submit this bid or proposal for Twin Electrical Solutions 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.

Amanda Burns — 1-21-24

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 Firm: Twin Electrical Solutions, LLC

Signed by: Amanda Burns Title: Owner

Signature: Amanda Burns Date: 1-21-24

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each electrical repair or replacement project:

SUBMITTED on February 2nd 2024.

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

Amanda Bauer
Signature

Twin Electrical Solutions, LLC
Name of Company or Corporation

28 Clinton ct N
Address

Stillwater NY 12170
City ***State*** ***Zip***

sales@twinelectricalsolutions.com
Email

I understand if I am 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.

**If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:30 a.m. on February 2, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. February 2, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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 certificating, 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: Twin Electrical Solutions, LLC

Signed by: Amanda Burns Title: Owner

Signature: Amanda Burns Date: 2-1-24

Email: Sales@TwinElectricalSolutions.com

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.

(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.

(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

(e) All names must be printed or typed below the signature.

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 100 points for On-Call Electrical Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior electrical construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call electrical contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Master Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Master Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Journeyman Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Journeyman Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Maintenance Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Maintenance Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Maintenance Electrician rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace electrical systems that has been damaged on an on-call basis as requested by the Town. The extent of electrical work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending electrical project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call electrical project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified electrical contractors shall be considered.

COMALLI

Town of Rotterdam

Request for Bids

On-Call Electrical Construction Services

Bid Opening:

February 2, 2024

@ 10:30 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:30 AM local time on Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

On-Call Electrical Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of electrical facilities that are damaged as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? 25

2. Describe your previous experience providing electrical contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:

We are a residential / commercial electrical contractor, we work all size projects

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 Mark Gambacorta 5 Deep Woods Latham
518-573-4656 mark@reconservices.com

Client 2 Jonathan Franks 517 peacedale Rd
518-577-9226 jonathan.Franks@gmail.com

Client 3 Patrick Sweet 6 Oak Ridge
518-495-7241 Patrick sweet@gmail.com

Client 4 Stan Skop 13 Wendell DR. 518-495-3015 no email

Client 5 Quality PM 199 Delaware Ave 518-459-7100
Julie@qualityPM.com

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician Robert Pancerella

b. Apprentice Electrician "

c. Journeyman Electrician "

d. Maintenance Electrician "

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Electrician Labor Rate (8 hours) — Hourly Rate $120
2. Master Electrician Labor Rate (weekends & holidays) — Hourly Rate $180
3. Apprentice Electrician Rate (8 hours) — Hourly Rate $78
4. Apprentice Electrician Rate (weekends & holidays) — Hourly Rate $117
5. Journeyman Electrician Rate (8 hours) — Hourly Rate $120
6. Journeyman Electrician Rate (weekends & holidays) — Hourly Rate $180
7. Maintenance Electrician Rate (8 hours) — Hourly Rate $120
8. Maintenance Electrician Rate (8 hours) — Hourly Rate $180

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new electrical or replace deteriorated electrical items for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage 15

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the electrical installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each electrical repair or replacement project:

SUBMITTED on February 1st 2024.

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

Jeremy Nelson
Signature

Comalli Electric
Name of Company or Corporation

111 exchange St
Address

Albany NY 12205
City ***State*** ***Zip***

snellis@comalli.com
Email

I understand if I am 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.

**If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.*

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:30 a.m. on February 2, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:30 a.m. February 2, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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 certificating, 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: Comalli Electric

Signed by: ~~Lori~~ Sara Nellis Title: Service Coordinator

Signature: Sara Nellis Date: 1-18-24

Email: snellis@comalli.com

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that Sara Aetis be authorized to sign and submit the bid or proposal of this corporation for Comatti Electric 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 _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(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 Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.

(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.

(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

(e) All names must be printed or typed below the signature.

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J

(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 100 points for On-Call Electrical Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior electrical construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call electrical contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Master Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Master Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Journeyman Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Journeyman Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Maintenance Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Maintenance Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Maintenance Electrician rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace electrical systems that has been damaged on an on-call basis as requested by the Town. The extent of electrical work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending electrical project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call electrical project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified electrical contractors shall be considered.

SUMMARY OF ON-CALL ELECTRICAL CONTRACTORS
BIDS

	Labor Titles and Rates												Overhead & Profit
Contractors	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**Percentage**
Twin Electrical Solutions	$85.00	See Note	$125.00	$55.00	See Note	$85.00	$85.00	See Note	$125.00	$85.00	See Note	See Note	20%
Comalli	$120.00	See Note	$180.00	$78.00	See Note	$117.00	$120.00	See Note	$180.00	$120.00	See Note	$180.00	15%
Spring Electric	$150.00	$200.00	$225.00	$85.00	$120.00	$140.00	$105.00	$150.00	$175.00	$105.00	$150.00	$175.00	16%
Labor Titles:													
1. Master Electrician Labor Rate (weekdays - 8 hours)													
2. Master Electrician Labor Rate (weekdays OT)						Note: rates were not provided in bid for the labor titles.							
3. Master Electrician Labor Rate (weekends and holidays)				If these titles or other titles are needed, we will need to negotiate a rate before work commences.									
4. Apprentice Electrician Rate (weekdays - 8 hours)													
5. Apprentice Electrician Rate (weekdays OT)													
6. Apprentice Electrician Rate (weekends and holidays)													
7. Journeyman Electrician Rate (weekdays - 8 hours)													
8. Journeyman Electrician Rate (weekdays OT)													
9. Journeyman Electrician Rate (weekends and holidays)													
10. Maintenance Electrician Rate (weekdays - 8 hours)													
11. Maintenance Electrician Rate (weekdays OT)													
12. Maintenance Electrician Rate (weekends & holidays)													

RESOLUTION NO. 115.24

TO DECLARE LEAD AGENCY FOR SEQR REVIEW ON A CHANGE OF ZONE REQUEST OF 0.35 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-1) TO LIGHT INDUSTRIAL (I-1) FOR PROPERTY LOCATED TOWER AVENUE AND CHRISLER AVENUE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone on 0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1) to construct a ±2,000 square foot storage garage located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12).

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Senior Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	February 22, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Declare Lead Agency for a Change of Zone from Single Family Residential (R-1) to Light Industrial (I-1)
TOWN BOARD MEETING:	February 28, 2024
Background Information:	Govin Sarju (Owner) 2175 Tower Street Schenectady, NY 12304 Change of Zone Request on approximately 0.35 acres of from Single Family Residential (R-1) to Light Industrial (I-1). Property is located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12). Applicant is proposing to construct a ±2,000 square foot storage garage.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request.
Recommendation(s):	Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize the Senior Planner to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Application Materials
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Change of Zone/Site Plan		
Project Location (describe, and attach a general location map): Tower Avenue, Rotterdam		
Brief Description of Proposed Action (include purpose or need): The applicant proposed a change of zone from the current R-1 One-Family district to the I-1 Light Industrial district for the construction of a proposed 2,000 sqft. storage garage.		
Name of Applicant/Sponsor: Govin Sarju	Telephone: 347-531-5124 E-Mail:	
Address: 2175 Tower Avenue		
City/PO: Schenectady	State: NY	Zip Code: 12304
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Rotterdam Town Board-Change of Zone	January 19, 2024
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Rotterdam Planning Commission-Site Plan	TBD
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Rotterdam Zoning Board of Appeals-Area and setback variance	TBD
d. Other local agencies ☐Yes ☐No		
e. County agencies ☐Yes ☐No		
f. Regional agencies ☐Yes ☐No		
g. State agencies ☐Yes ☐No		
h. Federal agencies ☐Yes ☐No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

NYS Heritage Areas:Mohawk Valley Heritage Corridor

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
The project site is located in the R-1 One-Family Residential District. A change of zone (I-1) is required to allow the construction of a storage garage.

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? A request for a change of zone from R-1 to I-1 is required for the construction of a storage garage

C.4. Existing community services.

a. In what school district is the project site located? Mohonasen

b. What police or other public protection forces serve the project site?
Rotterdam Police Department, City of Schenectady Police Department, Schenectady County Sheriff

c. Which fire protection and emergency medical services serve the project site?
Fire District #3

d. What parks serve the project site?
None

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? 0.35 acres
b. Total acreage to be physically disturbed? .1 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.69 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☑ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 30 height; 40 width; and 50 length

iii. Approximate extent of building space to be heated or cooled: 2.000 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

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.

_____

_____

i*v.* Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

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

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion:_____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

_____

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

If Yes:

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

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

If Yes:

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

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

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

If, Yes:

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

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

_____

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

d. Will the proposed action generate liquid wastes? ☐ Yes ☑ No

If Yes:

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

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

_____

_____

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

If Yes:

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

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

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

_____

_____

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

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

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

_____

_____

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

_____

_____

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

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

_____

_____

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

_____

_____

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

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

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

If Yes, identify:

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

_____

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

_____

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

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☑ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☑ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☑ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

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

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: ~~8AM to 5PM~~
- Saturday: ~~9AM to 3PM~~
- Sunday: None
- Holidays: None

ii. During Operations:

- Monday - Friday: ~~8AM to 5PM~~
- Saturday: ~~9AM to 4PM~~
- 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:

A building down mounted fixture above the door

_____

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	.20	0	0.0
• Forested	0.0		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.15	0	0.0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0		
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0		
• Wetlands (freshwater or tidal)	0.0		
• Non-vegetated (bare rock, earth or fill)	0.0		
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? >5 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:
Colonie Loamy Fine Sand 100 %
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: 6 feet

e. Drainage status of project site soils:
☑ Well Drained: 100 % of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☑ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☑ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA

m. Identify the predominant wildlife species that occupy or use the project site: _____

Squirles, Chipmonks _____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

_____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No

If Yes:

i. Species and listing (endangered or threatened): _____

_____

_____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

If Yes:

i. Species and listing: _____

_____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No

If yes, give a brief description of how the proposed action may affect that use: _____

_____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

_____

_____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

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

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

G. Verification

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

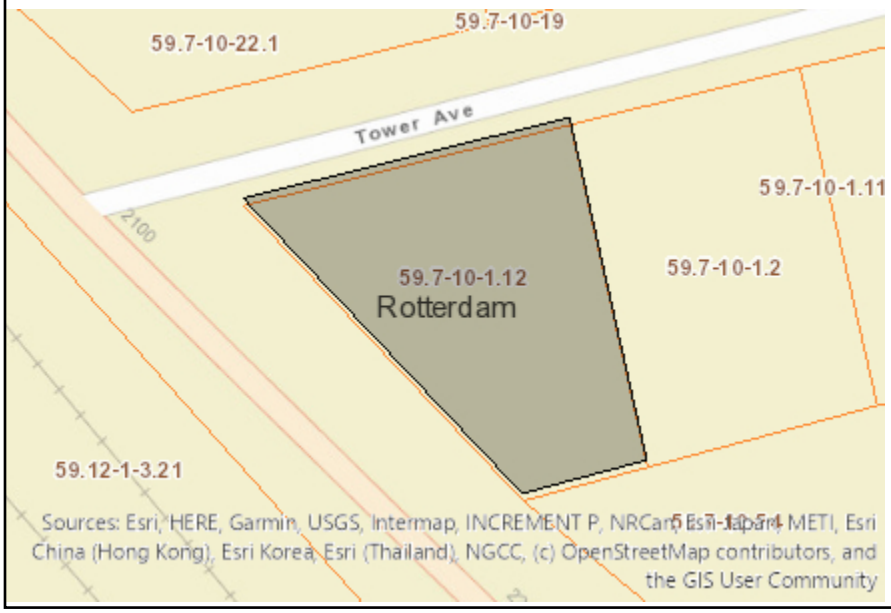
Applicant/Sponsor Name Chad Pagan Date 01/19/24

Signature  Title Agent for applicant

PRINT FORM

EAF Mapper Summary Report

Tuesday, January 9, 2024 1:45 PM



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



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]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Sole Source Aquifer Names:Schenectady-Niskayuna SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	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

RESOLUTION NO. 116.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO LIGHT INDUSTRIAL (I-1) FOR PROPERTY LOCATED AT TOWER AVENUE AND CHRISLER AVENUE

WHEREAS, the Town Board passed Resolution No. 94.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone from Single Family Residential (R-1) to Light Industrial (I-1); and

WHEREAS, the Planning Commission, on February 20, 2024 issued a positive recommendation on the change of zone requested by the applicant.; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on February 28, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the **Rotterdam Senior Citizens Center, 2639 Hamburg St, Schenectady, NY 12303**, at 7:00 p.m. on the 13th day of March, 2024 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a change of zone of approximately ±0.35 acres from Single Family Residential (R-1) to Light Industrial (I-1), located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12), to facilitate the construction of a ±2,000 square foot storage garage.

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

DRAFT

DATED: February 28, 2024
Daily Gazette: Please publish once on March 1, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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:	February 22, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Call for a Public Hearing on a Change of Zone from Single Family Residential (R-1) to Light Industrial (I-1)
TOWN BOARD MEETING:	February 28, 2024
Background Information:	Govin Sarju (Owner) 2175 Tower Street Schenectady, NY 12304 Change of Zone Request on approximately 0.35 acres of from Single Family Residential (R-1) to Light Industrial (I-1). Property is located at the corner of Tower Avenue and Chrisler Avenue (Tax Map No. 59.7-10-1.12). Applicant is proposing to construct a ±2,000 square foot storage garage.
Evaluation/Analysis:	Planning Commission issued a positive recommendation on February 20, 2024 on the Change of Zone request.
Recommendation(s):	Town Board should call for a Public Hearing to be held on March 13, 2024.
Attachment/Document(s):	Application Materials Planning Commission Report and Recommendation
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

PART I

PROCEDURES TO APPLY FOR A CHANGE OF ZONE (COZ)

1) The applicant must complete the following and present **twenty-two (22) complete sets** to the Public Works Department*. The change of zone (COZ) process will take an average of 60 days to complete.
   a. A completed COZ application (part II and III). A completed list of names and addresses of all property owners within three hundred (300) feet of the exterior boundaries of the subject property proposed for the change of zone will be completed by the Department of Public Works (DPW).
   b. A complete site plan and/or subdivision plan of proposed project.
   c. A copy of the current deed(s) of the property to be rezoned.
   d. A complete legal description of the exterior boundaries of the property proposed to be rezoned (this is needed for the legal notice and is in addition to any legal description(s) on the deed).
   e. A vicinity map depicting the location of the property and identifying at a minimum the nearest cross streets.
   f. A completed Full Environmental Assessment Form as provided in 6NYCRR PART 617.
2) The Town Board makes a decision whether or not to consider the application. If the Town Board makes a decision to consider the application, it will forward the application for recommendation to the Planning Commission. If the Town Board elects not to consider the application, the processing of the application does not continue.
3) The application materials will be transmitted to the Planning Commission for review and comment if the Town Board elects to forward the application to them. The applicant may address comments received on the proposal and make revisions to the application as warranted.
4) The COZ application and Planning Commission recommendation are forwarded to the Town Board for review. The Town Supervisor will place the COZ request on a Town Board agenda to call for a public hearing. If the Town Board elects to not call for a public hearing the process is considered complete and the legislative request will not proceed.
5) After the Town Board calls for a public hearing, the Supervisor's office notifies all property owners within three hundred (300) feet of the exterior boundaries of the subject property of the proposed COZ request and the public hearing date.
6) Public Hearing - The Town Board conducts a public hearing on the COZ request and makes a decision to approve or deny the application.

*If the proposed zoning is not in conformance with the Rotterdam Comprehensive Plan, it will be necessary to apply for a Comprehensive Plan Amendment. Contact the Town Planner concerning this requirement.

Revised March 2013

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

All requested information shall be provided and must be filled out in black ink or typed for photocopying purposes.

Application Fee **$650**

Existing Zone Classification: R-1 One-Family Residential

Proposed Zone Classification: I-1 Light Industrial

PART II
GENERAL INFORMATION

Legal Owner's Name: Govin Sarju
Mailing Address: 2175 Tower Avenue
City: Schenectady State: NY Zip: 12304
Daytime Phone: 347-531-5124 Fax

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

Owner's Designated Contact: Ingalls & Associates, LLP

Mailing Address: 116 West Avenue Unit 102
City: Saratoga Springs State: NY Zip: 12866
Daytime Phone: 518-393-7725 ext. 110 Fax 518-393-2324

Project/Proposal Site Area: (Acres or sq. ft.) 0.35 Acres
Assessor Tax Parcel No.(s) of Site: 59.7-10-1.12

Adjacent Parcels Owned or Controlled: (Acres or sq. ft.) 0.34 Acres
Assessor Tax Parcel No.(s) of Adjacent Land Owned or Controlled:
59.7-10-1.2

Street Address of Proposed Site (if any): Tower Avenue

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

The parcel is currently vacant with a gravel driveway. There are no utilites on the parcel.

School District: Mohonasen

Fire District: #3

Water Supply Town of Rotterdam

Proposed Use of Property:

( ) **A1** One-family dwelling
( ) **A2** Two-family dwelling
( ) **B1** Multiple Dwelling (permanent occupancy)
( ) **B2** Multiple Dwelling (transient occupancy)
( ) **B3** Multiple Dwelling (senior citizen housing)
( ) **B4** Multiple Dwelling (adult residential care facility)

( ) **C1** Business
( ) **C2** Mercantile
(✓) **C3** Industrial
( ) **C4** Storage
( ) **C5** Assembly
( ) **C6** Institutional
( ) **C7** Miscellaneous

LEGAL INFORMATION

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

The parcel is located on the corner of Tower Avenue and Chrisler Avenue.

Name of Public Road(s) Providing Access: Tower Avenue

Width of Property Fronting on the Existing Public Road in Linear Feet: 146 feet

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

Name(s) of Arterial Road(s): NYS 890

A legal description of the proposed site must be attached: ( ) Yes (✓) No Description is in the deed

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

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

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

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

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

The parcel is adjacent to the I-1 Industrial Zoning District and the B-2 General Business District. The proposed development of the parcel will be better served designated in the I-1 Light Industrial District as there are parcels across the street and adjacent on Chrisler Avenue that are in the I-1 Industrial District. This will allow for the business garage as well as provide a logical transition from Chrisler Ave. to the neighboring Residential District.

UTILITIES

Proposed Source of Water:
( ) Public System
( ) Individual Wells
( ) Private Community System
(✓) Other, please describe There will be no public or private utilities on the site.

Proposed Means of Sewage Disposal:
( ) Public Sewer
(✓) Septic Tank & Leachfield
(✓) Other, please describe There will be no public or private utilities on the site.

PART III

****

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

****

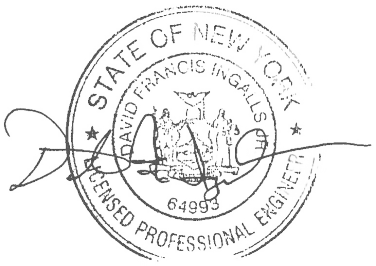
I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 01-19-24

Address: 116 West Avenue Unit 102 Phone: 518-393-7725

Saratoga Springs, NY Zip: 12866

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: Govin Sarju
Address: 2175 Tower Avenue
Schenectady, NY

Date:
Phone: 347-531+5124
Zip: 12304

Govin Sarju
Signature of applicant or representative

1-8-24
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)

SUBSCRIBED AND SWORN to before me this 8th day of January, 2024

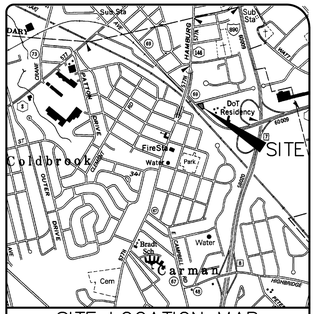
NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 237 Congualon
My appointment expires: 5-23-2026

JODY BINKLEY
Notary Public, State of New York
No. 01BI5028035
Qualified in Schenectady County
Commission Expires May 23, 2026

PLEASE AFFIX NOTARY SEAL HERE



SITE LOCATION MAP

SCALE: 1" = 2000'

SITE STATISTICS:

	CURRENT ZONE	PROPOSED ZONE	
ZONING CLASSIFICATION:	R-1	I-1	
REQUIRE:			PROPOSED:
MIN LOT AREA:	15,000 SQ. FT.	20,00 SQ. FT.	15,246 SQ. FT*
MIN. LOT WIDTH:	100 FT.	100 FT.	146 FT.
MAX. LOT COVERAGE:	45%	60%	56%
MAX. BUILDING HEIGHT:	3 STORIES OR 40'	75 FEET	35 FEET
BUILDING SETBACKS:			
FRONT –	25 FT.	25 FT.	25 FT.
SIDE –	10 FT.	25 FT.	12.5 FT.**
REAR –	25 FT.	25 FT	25 FT.

NOTE: GARAGE – 5 FT. FROM SIDE AND REAR YARD.
*AREA VARIANCE REQUIRED FOR A RELIEF OF 4,754 SQ. FT.
**SIDE YARD SETBACK VARIANCE REQUIRED FOR A RELIEF OF 12.5 FT.

NOTES:

1) SURVEYED PARCEL: TOWN OF ROTTERDAM – TAX MAP 59.07, BLOCK 10, PARCEL 1.12.

2) SURVEY PREPARED BY INGALLS & ASSOCIATES, LLP FROM A NOVEMBER 2023 FIELD SURVEY.

3) NORTH ORIENTATION SHOWN REFERS TO THE NAD83 STATE PLANE COORDINATE SYSTEM–NEW YORK EAST ZONE BASED ON GPS OBSERVATIONS TAKEN AT THE TIME OF THE FIELD SURVEY.

4) ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS TAKEN AT THE TIME OF THE FIELD SURVEY.

5) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTION; RECORDED OR UNRECORDED.

6) SUBJECT TO ANY STATEMENT OF FACT AN UP–TO–DATE ABSTRACT OF TITLE WOULD DISCLOSE.

7) UNDERGROUND UTILITIES IF SHOWN HEREON ARE BASED ON VISIBLE PHYSICAL EVIDENCE. THEY SHOULD BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO DEPICT GENERAL UTILITY LOCATIONS AND CONNECTIONS RATHER THAN EXACT UNDERGROUND LOCATIONS. INGALLS & ASSOCIATES, LLP MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITY LOCATIONS AND OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS MAP.

8) SURVEY IS PREPARED IN ACCORDANCE WITH THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS CODE OF PRACTICE FOR LAND SURVEYS AS ADOPTED IN OCTOBER OF 1966 AND LAST REVISED ON JULY 18, 1997.

DEED REFERENCE:

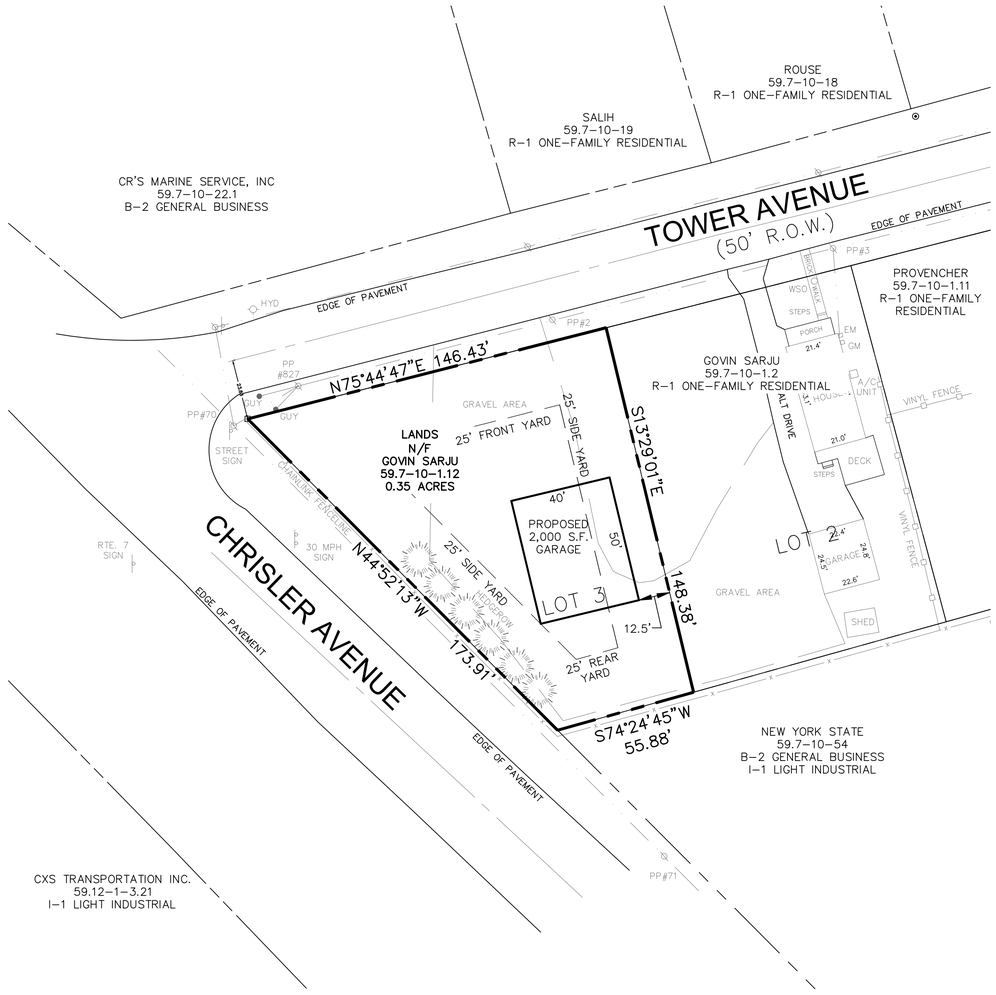
1) CONVEYED BY KIMBERLY A. CONSTANTINO TO GOVIN SARJU BY DEED DATED NOVEMBER 19, 2019 AND RECORDED IN THE SCHENECTADY COUNTY CLERK'S OFFICE ON NOVEMBER 21 2019 IN LIBER 2025 OF DEEDS AT PAGE 283.

MAP REFERENCE:

1) MAP ENTITLED "MAP SHOWING PROPOSED SUBDIVISION AS IT PERTAINS TO THE ELIMINATION OF ACREAGE AND THE CREATION OF THREE NEW LOTS TO BE KNOWN AS LOT 1, LOT 2 AND LOT 3 LANDS OF JAY RENTAL COMPANY, TOWN OF ROTTERDAM, SCHENECTADY COUNTY, N.Y." AS PREPARED BY BLACKSTONE LAND SURVEYORS ON APRIL 22, 1993 AND FILED IN THE SCHENECTADY COUNTY CLERK'S OFFICE ON JULY 28, 1993 IN PLAT CABINET I AS MAP NO. 267.

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING CONTOUR (200)
- EXISTING TREELINE
- EXISTING HYDRANT (HYD)
- EXISTING UTILITY POLE (NG 19)
- EXISTING SIGN (S1)
- EXISTING CATCH BASIN (CB)
- EXISTING SANITARY MANHOLE (S)
- EXISTING SANITARY SEWER (S)
- EXISTING STORM SEWER (ST)
- EXISTING WATERMAIN (W)
- EXISTING OVERHEAD WIRE (OH)



GRAPHIC SCALE

15 0 15 30 60

(IN FEET)

1 inch = 30 ft.

TAX MAP ID:
59.7-10-1.12

SITE AREA:
0.35± ACRES

OWNER/APPLICANT:
GOVIN SARJU
2175 TOWER AVENUE
SCHENECTADY, NY 12304

NOTE: 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL CONTACT 811 UDIG NY TO LOCATE ALL UNDERGROUND UTILITIES.

FOR MUNICIPAL APPROVAL ONLY
NOT FOR CONSTRUCTION

NO.	DATE:	REVISIONS	BY:

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF SECTION 7209 SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. ONLY COPIES MADE FROM THE ORIGINAL OF THIS DRAWING BEARING AN ORIGINAL INKED OR EMBOSSED SEAL AND SIGNATURE SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

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DAVID F. INGALLS JR., P.E.
N.Y.S. LIC. NO. 064993

ingalls & associates, LLP
engineering, environmental, surveying
116 WEST AVENUE UNIT 102
SARATOGA SPRINGS, N.Y. 12866
PHONE: (518) 393-7725
FAX: (518) 393-2324

SITE PLAN
LANDS OF SARJU
TOWER AVENUE
TOWN OF ROTTERDAM
COUNTY OF SCHENECTADY STATE OF NEW YORK

DATE: JANUARY 19, 2024
CHECKED BY: D.F.I.
JOB NO. 23–095
SCALE: 1" = 30'
DRAWN BY: CWP
CADD FILE: 23–095 DF
SHEET 1 OF 1

OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Cara M. Ackerley
County Clerk

Maryellen Brehm
Alicia Godlewski
Jeffrey Morrette
Carla Saglimbeni
Deputy County Clerks

Instrument Number - 201952826
Recorded On 11/21/2019 At 2:34:03 PM
* Instrument Type - DEED
* Book/Page - DEED/2025/283
* Total Pages - 3
Invoice Number - 1031589 User ID: LPD
* Document Number - 2019-5090
* Grantor - CONSTANTINO KIMBERLY A

* Grantee - SARJU GOVIN

*RETURN DOCUMENT TO:
MARATHON TITLE AGENCY
440 NEW KARNER RD
ALBANY, NY 12205-3810

* FEES

NY REALTY TRANSFER TAX	$72.00
NY LAND SUR	$4.75
NY E & A FEES	$241.00
NY LAND COMP SUR	$14.25
CO GENERAL REVENUE	$40.00
CO LAND SUR	$0.25
CO E & A FEES	$9.00
CO LAND COMP SUR	$0.75
TOTAL PAID	$382.00

TRANSFER TAX
Real Estate Transfer Tax Num - 1636
Transfer Tax Amount - $ 72.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - **201952826**

Stamps

THIS INDENTURE made this 19 day of November 2019,

BETWEEN:

KIMBERLY A. CONSTANTINO residing at 67 Kellar Avenue, Schenectady, New York 12306, party of the first part, and

GOVIN SARJU, residing at 2175 Tower Avenue, Schenectady, New York 12304, party of the second part,

WITNESSETH: that the party of the first part, in consideration of One and 00/100 ($1.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part does hereby grant and release unto the party of the second part, their heirs and assigns forever,

ALL THAT TRACT, PIECE, OR PARCEL OF LAND, situate, lying, and being in the Town of Rotterdam, County of Schenectady, and State of New York, being along the southerly side of Tower Avenue and the easterly side of Chrisler Avenue, known and designated as Lot 3 as shown on map entitled "Map Showing Proposed Subdivision as it Pertains to the Elimination of Acreage and the Creation of Three New Lots to be Known as Lot 1, Lot 2 and Lot 3, Lands of Jay Rental Company" dated April 22, 1993, made by Blackstone Land Surveyors, and filed in the Schenectady County Clerk's Office on July 28, 1993, and more particularly bounded and described as follows:

BEGINNING at the intersection of the southerly side of Tower Avenue with the easterly side of Chrisler Avenue, said point being marked by a concrete monument found; THENCE North 89° 07' 48" East a distance of 146. 43 feet along the southerly side of Tower Avenue, to a point; THENCE South 00° 05' 55" East a distance of 148.38 feet through the lands of Jay Rental Company, to a point; THENCE South 87° 47' 46" West a distance of 55.88 feet along the northerly bounds of the lands of the State of New York, to a point marked by a concrete monument found; THENCE North 31° 29' 12" west a distance of 173.91 feet along the easterly side of Chrisler Avenue, to a point on the southerly side of Town Avenue, being the point or place of beginning. Containing 15,100 sq. ft. or 0.346 acre.

BEING the same premises conveyed to Kimberly A. Constantino by deed from Jay Rental Company dated November 15, 2013 and filed in the Schenectady County Clerk's Office on November 20, 2013 in Book 1885 of Deeds at Page 704.

Subject to any and all enforceable covenants, conditions, easements and restrictions of record affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs,

AND said party of the first part does covenant as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That said party of the first part will forever Warrant the title to said premises.

THIRD, That in Compliance with Section 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF

Kimberly A. Constantino

KIMBERLY A. CONSTANTINO

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

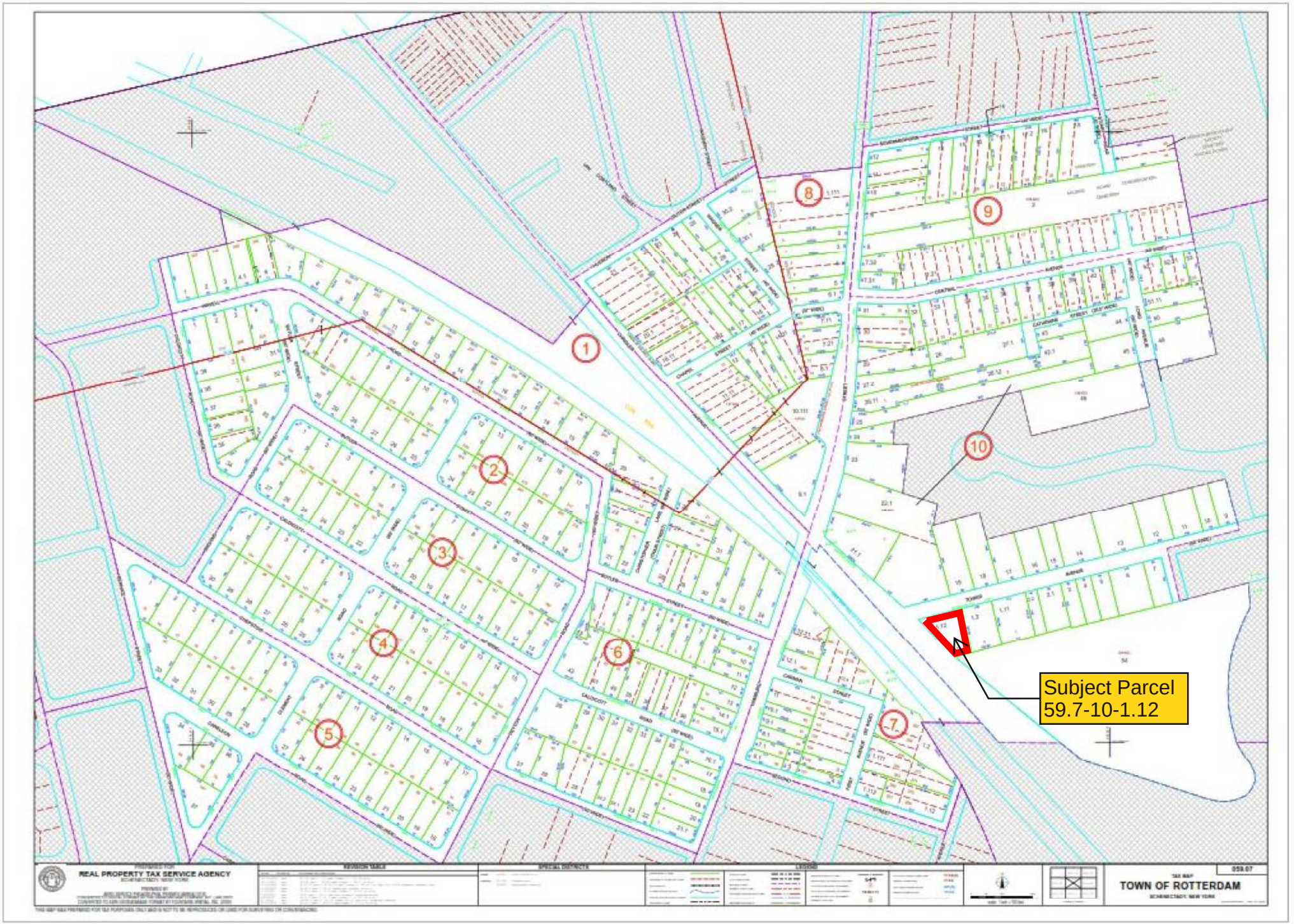
On this 4th day of November, 2019, before me, the undersigned, personally appeared **KIMBERLY A. CONSTANTINO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

REBECCA J. RYBIJ
Notary Public, State of New York
Qualified in Schenectady County
No. 01RY6335238
Commission Expires Jan. 04, 20[illegible]

Notary Public

Record and Return To:

Marathon Title Agency
440 New Karner Road
Albany, NY 12205
RO-19-0991


Subject Parcel
59.7-10-1.12
REAL PROPERTY TAX SERVICE AGENCY
TOWN OF ROTTERDAM

Parcel Ownwers with in 300'

Change of Zone
Tower Avenue
Sarju

Parcel Owner	Parcel Tax ID	Parcel Owner Address
First Street LLC	59-7-12.4	834 Karenwald Lanr, Chenectady, NY 12309
Johan Matthews	59.7-7-12.21	1536 Van Cortland Street, Schenectady, NY 12303
Tralongo Realty	59.7-7-1.2	312 Trinacria Court, Schenectady, NY 12303
CSX Transportation, Inc.	59.12-1-3.21	500 Water Street, Jacksonville, FL 32201
Crane Properties, Inc.	59.7-10-21.1	1151 Crane Street, Schenectady, NY 12303
CR's Marine Service, Inc.	59.7-10-22.1	2103 Chrisler Avenue, Schenectady, NY 12303
Govin Sarju	59.7-10-1.2	2175 Tower Avenue, Schenectady, NY 12304
New York State	59.7-10-54	3008 Chrisler Avenue, Schenectady, NY 12304
Osama Salih	59.7-10-19	2170 Tower Avenue, Schectady, NY 12304
Genna Provencher	59.7-10-1.11	2171 Tower Avenue, Schenectady, NY 12304
Janice Rouse	59.7-10-18	842 Holland Road, Schenectady, NY 12303
Edward Balmes	59.7-10-17	2154 Tower Avenue, Schenectady, NY 12304
Tara Willette	59.7-10-2.2	2169 Tower Avenue, Schenectady, NY 12304
Richard Spaulding	59.7-10-2.1	2159 Tower Avenue, Schenectady, NY 12304
Daniel Hutton	59.7-10-16	2146 Tower Avenue, Schenectady, NY 12304

RESOLUTION NO. 117.24

TO AUTHORIZE AN AMENDMENT TO THE AGREEMENT WITH BARTON AND LOGUIDICE FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 3

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements, for assistance submitting a NYSDEC WQIP Application and Additional Treatment Processes Design Services (Dichlorination/Phosphorus removal) in an amount not to exceed two hundred forty five thousand and 00/100 ($245,000.00) dollars, for a new total contract amount not to exceed one million two hundred forty five thousand and 00/100 ($1,245,000.00) dollars.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

Barton & Loguidice

February 21, 2024

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Supplement No. 3 for Professional Engineering Services
Additional Services - 100% Design Services
Wastewater Treatment Plant (WWTP) Improvements

File: 904.050.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement No. 3 for additional services for the Wastewater Treatment Plant Improvements Project. The Town approved a bond resolution for $20,000,000 on September 14, 2022 for the improvements at the WWTP and various improvement within the collection system as well as purchasing a Sewer Jet/Vacuum Equipment. This was based on the Preliminary Engineering Report (PER), revised dated June 2022.

B&L assisted the Town in submitting a NYS DEC SPDES 2A application in December 2022 and we have been in continuous communication with the Town and NYS DEC since the submission. As of today, the Town has not received their anticipated written SPDES permit. However, through discussions with NYSDEC, including a recent virtual meeting with the Town and B&L, the NYS DEC is developing a phosphorus Total Maximum Daily Load (TMDL) for the Mohawk River. Therefore, it is anticipated that NYS DEC will add effluent phosphorus limits to the WWTP's SPDES permit at some point in the near future. The value of this limit has not been finalized yet, but is expected to be in the proximity of 0.5 mg/l. At that anticipated limit, both chemical addition and tertiary disk filters will be needed. In our original engineering services agreement we indicated a scope of services item whereby we would identify a location for future filters; however, it did not include detailed design services for bidding and construction. Therefore, the design of the chemical feed system and tertiary disk filters are an additional service to our original agreement.

The NYSDEC also indicated in this virtual meeting that an effluent residual chlorine limit of 0.054 mg/l is anticipated to be included in the WWTP's new SPDES permit. In light of this requirement, B&L has completed an evaluation of options and recommends that an ultraviolet (UV) disinfection system be installed to avoid the need for chemical dechlorination of the WWTP's effluent. This change is documented in detail in the technical memorandum titled 'Disinfection Alternatives', dated February 15, 2024, which is attached to this supplement no. 3. For this requirement, the Town is eligible for additional grant funding through the NYS DEC Water Quality Improvement Project Program (WQIP), which in past years has focused on WWTP disinfection improvements. We recommend the Town pursue this funding in the summer 2024.

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com
The experience to listen
The power to solve

In addition to these NYS DEC added requirements, the Town is seeing increasing costs in sludge disposal. B&L was asked to prepare a technical memorandum to evaluate alternatives for sludge disposal and it is attached to this supplement no. 3.

Since the start of the preliminary design phase, there has been several technical changes to the scope of work. We have summarized these project changes in a technical memorandum that details all the changes and revisions from the acceptance of the revised PER. This memorandum also includes a revised opinion of probable project costs with the changes above. It is anticipated that the WWTP improvements can be completed within the $20 million bond resolution, however, the cost increase will not likely allow for the contemplated collection system improvements. The added components to the WWTP will add approximately $3,500,000 to the construction costs, bringing the total opinion of probable cost for the WWTP improvements to approximately $19.6 million.

The design services have been completed in accordance with NYSEFC's requirements as outlined in the in Terms and Conditions of the original agreement as the project will be funded via the congressional funds, infrastructure stimulus funds, local financing and/or NYS EFC financing. The Town was recently awarded $4,760,000 from NYSEFC through the Water Infrastructure Improvement grant (WIIA) program and is eligible for subsized financing. For this project, it is B&L's understanding that this project does not need to meet NYSEFC's Architectural/Engineering Services Procurement requirements as it meets the following conditions:

- Original agreement was signed before October 1, 2022, and
- A financing application was submitted for the project prior to June 16, 2023, and
- A project finance agreement has to be entered prior to October 1, 2024
    - The Town currently has a missing items list from NYSEFC, and all the outstanding items need to be submitted by mid-April to make the October 1, 2024 deadline. We are anticipating this will happen by the Town.

As requested this supplement encompasses the detailed final design tasks to initiate the additional tasks stated above to the 100% design level and ready for bidding. Bidding and construction phase services are not included herein and will be provided under separate authorization at a later date.

The current trunk sewer evaluation services would stay in our current agreement, due to access limitations our subcontractor could not complete the CCTV inspection. Therefore, the approximately 60% of the trunk sewer has been evaluated. Once the access road has been constructed the remainder of the trunk sewer can be cleaned and inspected for evaluation.

Scope of Services

1. <u>NYSDEC WQIP Application:</u>
   B&L will update the approved PER as needed from the above noted previously completed technical memorandums for submission of the WQIP application. B&L, with assistance from the Town, will complete all the requirements of the application and submit it on behalf of the Town.

2. Additional Treatment Processes Design Services:
   The additional unit processes (tertiary disk filters, UV disinfection and sludge stabilization) will be developed to determine capital costs, operation and maintenance costs, operational needs, layout requirements and support systems (e.g., electrical, mechanical, plumbing).

   The anticipated deliverables under this phase will consist of the following items:
   - Drawings indicating final configurations, final equipment layout, and building locations for additional treatment processes;
   - Final Basis of Design Report update with additional treatment processes;
   - Structural/Architectural, Mechanical, Plumbing and Electrical Drawings for additional processes;
   - Prepare technical specifications for the additional improvements;
   - Submit Plans, Specifications and Basis of Design Report to funding and regulatory agencies for review and approval; and
   - Address any comments from the agencies and Town to finalize the design for bidding and construction.

   Meetings with the Town will be included to advance the project. We assume three (3) on-site meetings as well as team conference/zoom calls to review these additional processes.

Fee Proposal Summary

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of $245,000, of which $12,500 will be for PER revisions and WQIP application preparation services and the remaining $232,500 will be for the final design services for the additional treatment processes. This will increase the total design fee to $1,245,000. The anticipated opinion of construction costs for the WWTP is around $16.5 million. Our engineering fee will be about 7.5% of the construction costs and are under typical industry standards for engineering design services. The required M/WBE subconsultant services will meet the requirements established by NYSEFC for this project. We would not exceed this amount unless the Town first authorized a modification of the scope and fee.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher
Principal

JAB/tlh

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the original agreement.

_____ _____

Mollie A. Collins, Supervisor
Town of Rotterdam

Date

COPY

RESOLUTION NO. 78.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 25, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 2

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements advancing to a 60% Schematic Design and plan preparation to 100% Design Documents stage, in an amount not to exceed four hundred seventy-five thousand and 00/100 ($475,000.00) dollars, for a total contract amount not to exceed one million and 00/100 ($1,000,000.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 25, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 27, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

Barton
&Loguidice

January 16, 2023

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Supplement No. 2 for Professional Engineering Services
100% Design Services
Wastewater Treatment Plant Improvements

File: 904.050.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement No. 2 for the following services for the Wastewater Treatment Plant Improvements Project:

- Advance the 60% Schematic Design and plan preparation to 100% Design Documents stage

This encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and August 2022 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two (2) reports, to date we have assisted the Town with the following:

- Completion of SEQR
- Preparation of various congressional funding applications
- Revised and submitted the M&P to the bond counsel for their use in preparation of the bond resolution
- Submission of 2A SPDES permit application to NYSDEC
- Assisted the Town in securing a No Impact SHPO compliance response
- Completed a second application to NYSEFC WIIA and submitted for funding, and
- Completed various field investigations

These design services will be completed in accordance with NYSEFC's requirements as outlined in the in Terms and Conditions of the original agreement as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds, local financing and/or NYS EFC financing.

As requested this supplement encompasses the detailed final design tasks to initiate the entire project from an approximate 60% design level at the wastewater treatment plant to the 100% design level. Bidding and construction phase services are not included herein and

would be provided under separate authorization at a later date. Further, the survey and geotechnical field services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer. At this point only a portion of the trunk sewer has been evaluated. Once the access road has been constructed the remainder of the trunk sewer can be cleaned and inspected.

Scope of Services

1. 100% Design Documents Stage
   All selected unit processes will be further developed with each manufacturer to determine capital costs, operation and maintenance costs, operational needs, layout requirements and support systems (e.g., electrical, mechanical, plumbing).

   We will further the final design of the structural, architectural, plumbing, mechanical and electrical project components. We will also further advance the wastewater process design from the 60% stage to 100% stage.

   The anticipated deliverables under this phase will consist of the following items:
   - Drawings indicating final tank configurations, final equipment layout, and building locations further detailed beyond 60%
   - Final Basis of Design Report
   - Structural/Architectural, Mechanical, Plumbing and Electrical Drawings advanced to 100% design stage
   - Submit Plans, Specification and Basis of Design Report to funding and regulatory agencies for review and approval
   - Address any comments from the agencies and Town to finalize the design for bidding and construction

   Meetings with the Town will be included as needed to advance the project. We assume three (3) on-site meetings as well as team conference/zoom calls.

Fee Proposal Summary

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of $475,000. This will bring the total design fee to approximately $1,000,000. The anticipated opinion of construction costs for the WWTP is around $13 million. Our engineering fee is around 7.7% of the construction costs and under typical industry standards for engineering design services. The required M/WBE subconsulting services will meet the minimum limits established by EFC for this project. We would not exceed this amount unless the Town first authorized a modification of the scope and fee.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

JAB/tlh

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the original agreement.

Mollie A. Collins, Supervisor
Town of Rotterdam

1/31/2023
Date

At the Town Board scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, December 8, 2021 at 6:00 p.m., the following resolution was duly adopted:

Moved on Consent

RESOLUTION NO. 309.21

A RESOLUTION TO AUTHORIZE A CONTRACT WITH BARTON & LOGUIDICE

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

Councilmember **MILLER-HERRERA, NOW**

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 contract with Barton and Loguidice, 10 Airline Drive, Suite 200, Albany, New York 12205, for design services for the Wastewater Treatment Plant (WWTP) Improvements, in an amount not to exceed two hundred and fifty thousand and 00/100 dollars ($250,000.00).

SECTION 2. This resolution shall become effective December 8, 2021.

DATED: December 8, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone(absent)			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **December 8, 2021** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original 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 **December 9, 2021**.

TOWN OF ROTTERDAM Office Of The Town Clerk Schenectady County NY

Diane M. Marco

Diane M. Marco, Town Clerk

12-8-2021

Barton & Loguidice

December 3, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Supplement #1 for Professional Engineering Services – 60% Design Services
Wastewater Treatment Plant Improvements (WWTP)
File: 904.050.001

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this supplement #1 for the following services for the Wastewater Treatment Plant Improvements Project:

Advance the 30% Schematic drawings and plan preparation to 60% Design Documents stage

This encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and March 2021 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two reports, to date we have assisted the Town with the following:

- Completion of SEQR,
- Preparation of various congressional funding applications,
- Provided the M&P to the bond counsel for their use in preparation of the bond resolution,
- Assisted the Town in securing a No Impact SHPO compliance response,
- Completed the NYSEFC WIIA application and submitted for funding, and
- Completed various field investigations.

These services will be completed in accordance with NYSEFC's requirements as outlined in the attached Terms and Conditions as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds and/or NYS EFC financing.

As requested this supplement only encompasses the preliminary tasks to initiate the entire project from an approximate 30% design level at the wastewater treatment plant to the 60% design level. Detailed final design plans and specifications, bidding and construction phase services are not included herein and would be provided under separate authorization at a later date. Further, the survey and geotechnical field services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer.

B&L

Scope of Services:

B&L proposes to provide the following scope of services:

1. *60% Design Documents Stage*

All selected unit processes will be further developed with each manufacturer to determine capital costs, operational and maintenance costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

We will commence design of the structural, architectural, plumbing, mechanical and electrical project components. We will also further advance the wastewater process design from 30% to 60% stage.

The anticipated deliverables under this phase will consist of the following items:

- Drawings indicating general tank configurations, general equipment layout, and approximate building locations further detailed beyond 30%;
- Preliminary Hydraulic Calculations;
- Drawing indicating the Process Flow Schematic; and
- Structural/Architectural, Mechanical, Plumbing and Electrical Drawings advanced to 60% design

Meetings with the Town will be included as needed to advance the project. We assume three on-site (3) meetings as well as team conference/zoom calls.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of $250,000. The required MWBE subconsulting services will meet the minimum limits established by EFC for this project.

We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

B&L

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

Encl. NYSEFC Terms & Conditions

AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the original agreement terms and conditions.

Mollie A. Collins
Authorized Printed Name

Mollie A. Collins
Authorized Signature

1/31/2023
Date

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, August 11, 2021 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 220.21
AUTHORIZE THE SUPERVISOR TO SIGN PROPOSAL FROM BARTON & LOGUIDICE FOR WWTP

THEREFORE, UPON MOTION OF Councilmember **MILLER-HERRERA**, seconded by Councilmember **SIGNORE**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Authorize the supervisor to sign the proposal from Barton & Loguidice for the Waste Water Treatment Plant (WWTP).

SECTION 2. This resolution shall become effective August 11, 2021

DATED: August 11, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone(**absent**)			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **August 11, 2021** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original 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 **August 18, 2021.**

Diane M. Marco

Diane M. Marco, Town Clerk

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

Barton & Loguidice

August 2, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Proposal for Engineering Services – Field Services, Funding Assistance & 30% Design Services
Wastewater Treatment Plant Improvements (WWTP)
File: P702.4401

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for the following services for the Wastewater Treatment Plant Improvements Project:

Topographic survey at the WWTP;
Geotechnical investigations at the WWTP;
Wetland assessment/threatened and endangered species screening for the entire project limits;
CCTV inspection of the trunk sewer;
NYSDEC SPDES permit application;
Preparation of various funding applications;
Hazardous Materials Investigation;
Basis of Design report services; and
30% Schematic drawings and plan preparation

The proposal encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and March 2021 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two reports, to date we have assisted the Town with completion of SEQR, preparation of various congressional funding applications, provided the M&P to the bond counsel for their use in preparation of the bond resolution and assisted the Town in securing a No Impact SHPO compliance response.

These services will be completed in accordance with NYSEFC's requirements as outlined in the attached Bid Packet as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds and/or NYS EFC financing.

As requested this proposal only encompasses the preliminary tasks to initiate the entire project to an approximate 30% design level at the wastewater treatment plant. Detailed final design plans and specifications, bidding and construction phase services are not included herein and would be provided under separate authorization at a later date. Further, the survey and geotechnical field

services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer.

Scope of Services:

B&L proposes to provide the following scope of services:

1. *Survey and Base Mapping Services*
   Topographic survey and base mapping services will be required for design and construction of the WWTP improvements. B&L will retain the services of an M/WBE certified survey subconsultant to prepare base mapping for the project area to assist in meeting M/WBE subcontract requirements. Solicitations will be obtained in accordance with NYSEFC requirements. We expect the entire active WWTP site to be surveyed.

   The survey will include all evident planimetric and topographic features such as one-foot contour intervals, tanks/structures, landscaping, trees, overhead utilities, poles, underground utility evidence, pipe inverts and critical tank weir elevations etc. Property lines will be shown from tax maps and available infrastructure mapping provided to B&L from the Town. An easement or boundary survey is not included herein nor is any deed research / boundary survey research included as we plan to complete all improvements within the current Town owned property.

   Horizontal and vertical datum will be state plane coordinates by static GPS processed by OPUS or NYSNET. A benchmark will be set at the site for use by the contractors.

   Underground utilities will be located and shown based on existing utility mapping and Dig Safely New York mark-outs.

2. *Subsurface Investigation and Geotechnical Report*

   B&L will retain the services of an M/WBE certified subconsultant to complete soil borings and geotechnical analysis at the WWTP. Boring logs documenting subsurface conditions will be prepared for use in design and bidding phases of the project.

   a. Nine (9) total bores shall be completed. Seven (7) at 35 feet deep and two (2) at 60 feet deep.

   b. If rock is encountered core rock for 5 feet past refusal using NX-size core barrel.

   c. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch OD split spoon sampler, in accordance with ASTM D 1586: "Standard Test Method for

Standard Penetration Test (SPT) and Split Barrel Sampling of Soils, "continuously to a minimum depth of 12 feet and at 5-foot intervals thereafter.

d. Bores shall be completed using 3 1/2 inch hollow stem auger.

e. Backfill all borings using native material.

f. NYS Prevailing Wages will apply.

g. Prepare geotechnical engineering report to document all findings from investigation including Seismic Site Classification and provide foundation requirements for tanks and associated soil requirements.

3. *SEQR including Archeological Assessment*

SHPO sign off was obtained previously. A SEQR Long-Form was completed and B&L assisted the Town with the coordinated review process and a negative declaration was made by the Town Board. No others services are included at this time.

4. *Wetlands Assessment & Threatened and Endangered Species Screenings*
B&L will complete a site visit to determine if NYSDEC (state) or ACOE (federal) wetlands are present within the project limits and the wetlands delineation will be completed. A delineation report and Nationwide ACOE wetlands permit application will be prepared and forwarded for review and approval, if required. It is assumed that an individual ACOE wetlands permit or wetland mitigation design services are not required for this project. These services would be provided under separate authorization, if needed.

5. Sewer Trunk Cleaning and Televising Program
The 6,000 linear foot of sanitary sewer trunk main has had about 600 linear foot previously reviewed and improved. A light cleaning and televising program would be used to investigate the condition of the remaining 5,400 linear foot. It is proposed that cleaning and televising would be subcontracted by B&L to a qualified M/WBE certified subcontractor. This would provide an opportunity to potentially fulfill any M/WBE requirements. Additional cleaning and televising beyond the amount that is allowed for under this agreement would be completed or paid for as an additional service by the Town, if requested.

Once televising is completed, B&L will review written logs and videos and prepare a summary map and table of defects that will generally include manhole-to-manhole section number, pipe size and material, description of defect type (i.e., cracked pipe, shear break, cracked joint, leaking service tap, running lateral, etc.), location of each defect (linear feet from manhole), and estimate of infiltration rate at the time of televising, if estimated. Where pipe dips occur due to settlement (camera goes underwater), the location of the

start and end points for the dip will be recorded. Defects recorded during the sewer televising program will be shown on the general plan. The Town will provide the personnel and traffic control equipment for assisting our subcontractor with sewer main cleaning and televising, as necessary. In addition, the town staff will need to clear the off road corridor ahead of time for the subcontractor to adequately access the manholes and corridor.

We are assuming that the subcontractor can complete the service in 6 days. We will advise if additional time is needed.

6. SPDES Permit Modification – DEC Form 2A

To initiate the project an increase in permitted flow is needed and approval from NYSDEC with respect to the effluent limits for the facility.

B&L will prepare the Municipal Form 2A outlining the following:

- Facility Information
- Proposed Flow and Loadings
- Proposed new WWTP Processes
- Summary of sampling data provided by the Town
- Details of the existing outfall and stream cross section

We will work with NYSDEC to secure final effluent discharge limits for the proposed discharge.

7. *NYSEFC WIIA Application & Various Funding Assistance*

A Clean Water State Revolving Loan & WIIA funding application will be submitted for the Town to secure long term financing for the project. The following services are required:

a. Identification of Data Requirements

B&L will prepare a list of information needed from the Town. Upon receipt, this information will be reviewed and included in the application.

b. Preparation of CWSRF WIIA Funding Application

B&L will submit an application for both short term and long term financing in accordance with NYSEFC requirements. The application package will include:

- Application Forms
- Town Municipal and Bond Resolutions
- Engineering Report (previously completed)
- Associated Environmental Review Documents

- M/WBE-EEO Program Documents.
- Financial Information (*prepared by Town*)
- Agreements for Professional Services
- Construction Plans for WWTP project and Engineering Reports (as they become available)
- Notice to Proceed for Construction Project (when available)
- Title to Project Site (prepared by Town)

A copy of the draft application forms will be submitted electronically to the Town for review. Upon approval, B&L will submit the Final Application and associated information to the NYSEFC for approval. A copy of the final submittal provided to EFC will be provided to the Town.

c. Support Assistance – Funding Applications

B&L will provide support to the Town to respond to questions that may arise from the NYSEFC review but anticipates that long term coordination of financial needs will be provided by the Town staff and their financial advisor/CPA.

8. Hazardous Building Material Assessment

Physically survey and sample suspect building materials located in all accessible areas of the existing facilities that includes built-out interior space. The buildings will be subject to a pre-renovation survey for ACM in accordance with NYSDOL ICR56 regulations. Our approach is defined below.

- Certified building inspectors will review, to the extent feasible, suspect ACM used in the construction of the buildings. This survey will include review of interior and exterior materials. Some invasive survey methods will be used to access and locate potential concealed materials for sampling.
- Triplicate bulk samples will be collected from each homogeneous material in the building with the exclusion of non-friable organically bound materials (NOBs). Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content or analytical error. At least two samples of homogeneous NOBs will be collected and composited for analysis.
- Sample locations and asbestos containing materials will be recorded on single line CADD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
- Asbestos containing products will be assumed to be ACM and will not be sampled based on the discretion of the project inspectors.
- Serial analysis will be performed on triplicate sets of samples at an appropriately accredited laboratory contracted by B&L. Bulk asbestos samples will be analyzed using the

EPA interim method of dispersion staining/polarized light microscopy (PLM). The laboratory will analyze the first sample of each series (set). If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the series will be analyzed until a sample tests positive. If samples in a series test negative for asbestos, then the material will be considered asbestos-free. The laboratory will review samples in each set for similarity of materials. Where required, the laboratory will supplement the PLM method with the stratified point count technique.

- NOBs, which will include floor tiles/mastics, floor levelers, caulks, sealants, and roofing materials, found to be negative for asbestos by PLM, will be verified as negative by transmission electron microscopy (TEM). TEM analysis is the most definitive analysis for determination of asbestos in an NOB. NOB samples will be analyzed by an accredited TEM laboratory subcontracted by B&L.
- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our fee does not include collection and analysis by this method.
- We will collect roof samples. We will patch any penetrations made by our inspectors with commercially available roof patch. We cannot be responsible for subsequent leakage.
- A report will be issued that will identify all materials sampled and the results of sampling for the property. The Pre-Renovation Survey report will identify survey methodologies. Extent of ACM shall be identified in tabular form and on electronic drawings. Laboratory reports, chain-of-custody forms, and pertinent data generated during the survey will be included in the report.

Lead-Based Paint Characterization

These services will include a limited sampling survey of painted surfaces to document lead content for determination of handling during construction. Our approach will include the following:

- Certified lead inspectors will perform a brief review of existing building components for suspect LBP and varnish. For the purposes of renovations, it is only necessary to remove and collect LBP that is not sufficiently adhered to its substrate.
- LBP sampling will be conducted by the collection of bulk samples. A bulk paint sampling survey will include the physical collection of predominant representative paint throughout the building. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm2). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.

Hazardous Building Material Assessment/Universal Waste

B&L will conduct an assessment of the buildings for the presence of other materials that may require addressing prior to renovation/improvements. Potential materials will include: PCB containing light ballasts, switches, and transformers; and mercury containing fluorescent bulbs, switches, and thermostats. Sampling for mercury or PCB oil is not contemplated at this point. We will document the existence of said materials as observed. The results of the hazardous material assessment will be provided in the pre-renovation asbestos report. The location, content of materials where observed, and the required handling and disposal methods for each will be provided. Recommendations for further investigation and/or analytical sampling will also be included as necessary based on observations.

PCB Containing Caulk – There has been found to be a potential for PCBs (polychlorinated biphenyls) to be present in building materials, specifically caulking. We will sample representative exterior caulking for laboratory analysis in accordance with EPA Method 8082 for PCBs. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulk is identified.

9. *Basis of Design Report/ 30% Schematic Design*

To more clearly establish the project design, B&L will prepare a Basis of Design Report in accordance with New York State Department of Environmental Conservation requirements

including design standards as defined in "Recommended Standards for Wastewater Works" and TR-16, except any variations approved by NYSDEC.

A new hydraulic profile will be developed for the new WWTP process. It will analyze average and peak hourly flows.

All selected unit processes will be further developed with each manufacturer to determine capital costs, operational and maintenance costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

The report will present proposed process equipment and will contain figures illustrating the preliminary layout of the unit processes, building locations, WWTP hydraulics, tank and equipment configurations, and yard piping.

The anticipated deliverables under this phase will consist of the following items:

- Basis of Design Report including process calculations and equipment cut sheets
- Drawings indicating general tank configurations, general equipment layout, and approximate building locations
- Preliminary Hydraulic Calculations
- Drawing indicating the Process Flow Schematic

The layout provided will be analyzed with respect to operations and maintenance, safety, and reliability.

The Basis of Design report will contain the following:

- Written text describing the proposed WWTP upgrade
- Drawing of proposed site illustrating general tank configurations, general equipment layout, and building locations
- Drawing of proposed process flow schematic
- 30% opinion of probable project cost
- Process calculations
- Preliminary hydraulic calculations
- Manufacturer and equipment data

A review meeting will be held with the Town and WWTP personnel at the completion of the Draft Report and comments will be incorporated into the Final Basis of Design Report. This meeting can also be used as a public information session if desired by the Town.

B&L will provide the Town with eight copies of the Final Basis of Design Report for submittal to the Town and the NYSDEC for approval.

Three on-site (3) meetings are included during the Basis of Design phase as well as team conference/zoom calls.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total fee of $278,000 as outlined below. The required MWBE subconsulting services will meet the minimum limits established by EFC for this project.

Survey & Base Mapping Services	$ 42,000	Lump Sum
Subsurface Investigation and Geotechnical Report	$ 35,000	Lump Sum
SEQR including Archeological Assessment	$ 0	Previously Completed
Wetlands Assessment & Threatened/Endangered Screenings	$ 5,000	Lump Sum
Sewer Trunk Cleaning and Televising Program	$ 45,000	Allowance
SPDES Permit Modification – Form 2A	$ 3,000	Lump Sum
NYSEFC WIIA Application & Various Funding Assistance	$ 6,000	Time & Expense
Hazardous Building Material Assessment	$ 12,000	Lump Sum
Basis of Design Report/ 30% Schematic Design	$130,000	Time & Expense

We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

Encl. Standard Terms and Conditions
NYSEFC Bid Packet

C:\Users\dhf\Documents\DHF_Work\P702.4401 Rotterdam WWTP BOD Field Services DHF.docx

B
&L

AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the attached terms and conditions.

_____
Authorized Printed Name

_____ _____
Authorized Signature Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations
A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 118.24

TO ALLOW OPERATION OF A KIOSK AT KIWANIS PARK BOAT LAUNCH BY CORNELL UNIVERSITY COOPERATIVE EXTENSION SARATOGA COUNTY

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 approves the request of Cornell University Cooperative Extension Saratoga County, 50 West High Street, Ballston Spa, New York, 12020, to operate a kiosk at Kiwanis Park boat launch from May 23, 2024 through September 2, 2024, pursuant to the terms and conditions set forth in its request dated February 21, 2024, at no cost to the Town, on the following condition: that Cornell University Cooperative Extension Saratoga County provide proof of insurance covering the subject period and naming the Town of Rotterdam as an additional insured thereunder.

SECTION 2. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

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: February 22, 2024

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Permission for educational kiosk at the Kiwanis Park boat launch.

TOWN BOARD MEETING: February 28, 2024

Background Information: Cornell University Cooperative Extension Saratoga County is requesting to educate the public and boaters on threats of Aquatic Invasive Species (AIS) through a partnership for Regional Invasive Species Management's (PRISM), Watercraft Inspection Steward Program (WISP), hosted by the Cornell Cooperative Extension of Saratoga County.

Evaluation/Analysis: An AIS Watercraft Steward will be stationed at the Kiwanis Park boat launch from May 23, 2024 - September 2, 2024, Thursday-Monday, 7:00 am- 3:30 pm (subject to program needs). The AIS Watercraft Steward will be at a highly visible station with field supplies (folding table, chair and sandwich board sign and educational materials).

Recommendation(s): Authorize the Supervisor to enter into an agreement with Cornell University Cooperative Extension of Saratoga County to operate a kiosk at the Kiwanis Park boat launch.

Attachment/Document(s): Letter from Cornell University Cooperative Extension Saratoga County dated February 21, 2024.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Cornell University
Cooperative Extension
Saratoga County

50 West High Street
Ballston Spa, NY 12020-1992
Telephone: 518.885.8995
Fax: 518.885.9078
E-mail: saratoga@cornell.edu
www.ccesaratoga.org

February 21st, 2024

Town of Rotterdam
Attn: Supervisor Mollie Collins
1100 Sunrise Blvd
Rotterdam, New York 12306

Dear Supervisor Mollie Collins,

I am writing to request continued permission to station an Aquatic Invasive Species (AIS) Watercraft Steward at Kiwanis Park boat launch during the 2024 boating season, and to provide you with details about the Capital Region Partnership for Regional Invasive Species Management's (PRISM) Watercraft Inspection Steward Program (WISP), hosted by the Cornell Cooperative Extension of Saratoga County.

The Capital Region PRISM provides invasive species management efforts in 11 counties surrounding the Capital Region, focusing on early detection and rapid response of high and very high threat invasive species. The Capital Region PRISM is administrating a contract with the New York State Department of Environmental Conservation to conduct outreach and education about AIS at boat launches along the Mohawk and Hudson River regions.

Through the WISP Program, AIS Watercraft Stewards educate the public and boaters on the threats of AIS and methods for preventing the spread. Stewards collect data from the public through a survey form and complete voluntary watercraft inspections.

The voluntary watercraft inspection process does not impede launch use. Public participation in watercraft inspections is 100% voluntary; inspections are not required by law. While stationed at the boat launch, Stewards are responsible for the following activities:

- Complete voluntary watercraft inspections following a standardized protocol
- Engage boaters in dialogue about AIS, highlighting AIS impacts on the environment and providing spread prevention recommendations
- Provide AIS educational materials
- Collect metrics on public participation in following recommended AIS spread prevention measures and aquatic invasive species data

AIS Watercraft Stewards will maintain a highly visible station where the public can collect AIS educational materials and inquire about the AISSP Program. The Steward's station will include field supplies such as a folding table, chair, sandwich board sign (notifying the public that a Watercraft Steward is on duty), and educational materials. Stewards will bring supplies to the launch each day and will remove them from the launch at the end of each shift.

Placement of an AIS Watercraft Steward at Kiwanis Park boat launch is requested from May 23, 2024 through September 2, 2024. Steward coverage will generally be provided Thursday-Monday from 7:00AM-3:30 PM, though these times are subject to change based on program needs. Stewards will not be working outside of daylight hours.

Approval to station an AIS Watercraft Steward at Kiwanis Park boat launch is requested by **March 20th, 2024.** Please reach out if you would like additional information on the responsibilities of Stewards or the program. We

look forward to working with the Town of Rotterdam to minimize the spread of aquatic invasive species in New York State waters.

I hereby grant permission for the placement of a Watercraft Steward at the Kiwanis Park launch located in the Town of Rotterdam from May 23, 2024 through September 2, 2024.

X _____

Electronic Signature Requested

Sincerely,

Hannah Coppola

Aquatic Invasive Species Program Manager
Capital Region PRISM
Partnership for Regional Invasive Species Management
hwe22@cornell.edu | p 518-885-8995 Ext. 2215
www.capitalregionprism.org



RESOLUTION NO. 119.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 2 OF 2024; TO AMEND §255-2 OF ARTICLE I, SENIOR CITIZENS EXEMPTIONS OF THE CODE OF THE TOWN OF ROTTERDAM ENTITLED, "EXCEPTIONS; IMPLEMENTATION OF STATUTORY PROVISIONS" BY INCREASING THE EXEMPTION LEVELS FOR SENIOR CITIZENS (RP-467)

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. 2 of 2024.

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

SECTION 3. This resolution shall become effective February 28, 2024.

DATED: February 28, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 2 **of the year 20**24

A local law to amend Article 1 Senior Citizens Exemption; Section 255-2 Exceptions
(Insert Title)

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

See Attached

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(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, designated as local law No. 2 of 2024 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the the Town Board on February 28 2024, in accordance with the applicable
(Name of Legislative Body)
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, designated as local law No. of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ and was deemed duly adopted
(Elective Chief Executive Officer)*
on _____ 20☐☐, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____.
(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, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
(Name of Legislative Body)
(repassed after disapproval) by the _____ on _____ 20____. Such local
(Elective Chief Executive Officer)*
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.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been 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 hereto, designated as local law No. _____ 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 paragraph ,_____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

ARTICLE I
Senior Citizens Exemption
[Adopted 1-20-1971 by L.L. No. 1-1971]

§ 255-1. Eligibility. [Amended 5-12-1999 by L.L. No. 8-1999]

Real property located within the Town of Rotterdam, Schenectady County, New York, owned by one or more persons, each of whom is 65 years of age or over, except in the case of property owned by a husband and wife, one of whom is 65 years of age or over, shall be exempt from taxation by the Town of Rotterdam to the extent of 50% of the assessed valuation thereof, subject to the limitations hereinafter provided. Notwithstanding any other provision of law, any person otherwise qualifying under this section shall not be denied the exemption under this section if he becomes 65 years of age after the appropriate taxable status date and on or before December 31 of the same year.

§ 255-2. Exceptions; implementation of statutory provisions. [Last amended 1-24-2007 by L.L. No. 3-2007]

A. Purpose: Adopting a graduated minimum income exemption eligibility level for the granting of a partial exemption from real property taxation to certain persons 65 years of age and applicable for assessment rolls prepared on the basis of taxable status dates occurring on or after March 1, 2005, for the Town of Rotterdam as provided in § 467 of the Real Property Tax Law of the State of New York pursuant to the following schedule:

2006

Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
Less than $26,000	50%
More than $26,001 but less than $26,999.99	45%
More than $27,000 but less than $27,999.99	40%
More than $28,000 but less than $28,999.99	35%
More than $29,000 but less than $29,899.99	30%
More than $29,900 but less than $30,799.99	25%
More than $30,800 but less than $31,699.99	20%

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2006

Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
More than $31,700 but less than $32,599.99	15%
More than $32,600 but less than $33,499.99	10%
More than $33,500 but less than $34,399.99	5%

2007

Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
Less than $27,000	50%
More than $27,001 but less than $27,999.99	45%
More than $28,000 but less than $28,999.99	40%
More than $29,000 but less than $29,999.99	35%
More than $30,000 but less than $30,899.99	30%
More than $30,900 but less than $31,799.99	25%
More than $31,800 but less than $32,699.99	20%
More than $32,700 but less than $33,599.99	15%
More than $33,600 but less than $34,499.99	10%
More than $34,500 but less than $35,399.99	5%

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2008

Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
Less than $28,000	50%
More than $28,001 but less than $28,999.99	45%
More than $29,000 but less than $29,999.99	40%
More than $30,000 but less than $30,999.99	35%
More than $31,000 but less than $31,899.99	30%
More than $31,900 but less than $32,799.99	25%
More than $32,800 but less than $33,699.99	20%
More than $33,700 but less than $34,599.99	15%
More than $34,600 but less than $35,499.99	10%
More than $35,500 but less than $36,399.99	5%

2009

Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
Less than $29,000	50%
More than $29,001 but less than $29,999.99	45%
More than $30,000 but less than $30,999.99	40%
More than $31,000 but less than $31,999.99	35%
More than $32,000 but less than $32,899.99	30%

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2009

Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
More than $32,900 but less than $33,799.99	25%
More than $33,800 but less than $34,699.99	20%
More than $34,700 but less than $35,599.99	15%
More than $35,600 but less than $36,499.99	10%
More than $36,500 but less than $37,399.99	5%

2024
Senior Citizens (RP-467)

Annual Income	Percentage of Assessed Valuation Exempt From Taxation
$34,000-less	50%
$34,001-$34,999	45%
$35,000-$35,999	40%
$36,000-$36,999	35%
$37,000-$37,899	30%
$37,900-$38,799	25%
$38,800-$39,699	20%
$39,700-$40,599	15%
$40,600-$41,499	10%
$41,500-$42,400	5%

B. The aforesaid exemption may be subject to the following conditions, to wit:

(1) No exemption shall be granted if the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the maximum sum listed in any given year. "Income tax year" shall mean the twelve-month period for which the owner or owners filed a federal personal income tax return or, if no such return is filed, the calendar year. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife, is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain

from the sale or exchange of a capital asset which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts, inheritances or moneys earned through employment in the federal foster grandparent program, and any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance. In computing net rental income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion or wear and tear of real or personal property held for the production of income.

(2) No exemption shall be granted unless the property is used exclusively for residential purposes; provided, however, that in the event any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption herein.

(3) No exemption shall be granted unless the real property is the legal residence of and is

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occupied in whole or in part by the disabled person; except where the disabled person is absent from the residence while receiving health-related care as an inpatient of a residential health-care facility, as defined in § 2801 of the Public Health Law, provided that any income accruing to the person shall be considered income for purposes of this section only to the extent that it exceeds the amount paid by such person or spouse or sibling of such person for care in the facility.

§ 255-2.1. Ownership in cooperative apartment corporation. [Added 2-14-2001 by L.L. No. 3-2001]

For purposes of this exemption, ownership in a cooperative apartment corporation shall be exempt as follows:

A. Title to that portion of real property owned by a cooperative apartment corporation in which a tenant-stockholder of such corporation resides, and which is represented by his share or shares of stock in such corporation as determined by its or their proportional relationship to the total outstanding stock of the corporation, including that owned by the corporation, shall be deemed to be vested in such tenant-stockholder.

B. That proportion of the assessment of such real property owned by a cooperative apartment corporation determined by the relationship of such real property vested in such tenant-stockholder to such entire parcel and the buildings thereon owned by such cooperative apartment corporation in which such tenant-stockholder resides shall be subject to exemption from taxation pursuant to this section and any exemption so granted shall be credited by the appropriate taxing authority against the assessed valuation of such real property; the reduction in real property taxes realized thereby shall be credited by the cooperative apartment corporation against the amount of such taxes otherwise payable by or chargeable to such tenant-stockholder.

§ 255-3. Applications. [Amended 4-17-1985 by L.L. No. 7-1985 ; 4-8-1987 by L.L. No. 4-1987]

A. Application for such exemption must be made by the owner or all of the owners of the property, on forms prescribed by the State Board to be furnished by the Town Assessor's office, and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed in such Assessor's office by March 1 of each year.

B. An application for renewal of a senior citizen exemption granted pursuant to the Real Property Tax Law, as amended, in Chapter 534 of the Laws of 1984, §§ 467 and 467-d,[1] may be filed on or before the date for hearing of complaints (Grievance Day), being the third Tuesday in May in the Town of Rotterdam.

C. Notwithstanding Subsection A of this section, an application for such exemption may be filed with the Assessor after the appropriate taxable status date but not later than the last date on which a petition with respect to complaints of assessment may be filed, where failure to file a timely application resulted from a death of the applicant's spouse, child, parent, brother or sister or an illness of the applicant or of the applicant's spouse, child, parent, brother or sister,

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1. **Editor's Note: Section 467-d of the Real Property Tax Law was repealed by L. 1985, c. 440, § 3, effective January 2, 1986.**

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which actually prevents the applicant from filing on a timely basis, as certified by a licensed physician. The Assessor shall approve or deny such application as if it had been filed on or before the taxable status date. **[Added 5-12-1999 by L.L. No. 8-1999]**

D. Any person who has been granted exemption pursuant to this section on five consecutive completed assessment rolls, including any years when the exemption was granted to a property owned by a husband and/or wife while both resided in such property, shall not be subject to the requirements set forth in Subsection A of this section. Any such person shall be mailed an application form and a notice informing him of his rights hereunder. Such exemption shall be automatically granted on each subsequent assessment roll; provided, however, that when tax payment is made by such person, a sworn affidavit must be included with such payment which shall state that such person continues to be eligible for such exemption. Such affidavit shall be on a form prescribed by the State Board. If such affidavit is not included with the tax payment, the collecting officer shall proceed pursuant to § 551 of the New York State Real Property Tax Law. **[Added 5-12-1999 by L.L. No. 8-1999]**

§ 255-4. Penalties for willful false statements. [Amended 6-12-2013 by L.L. No. 7-2013]

Any conviction of having made any willful false statement in the application for such exemption shall be punishable by a fine of not more than $500 and shall disqualify the applicant or applicants from further exemption for a period of five years.

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