

The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via conference call. Members of the public may listen to the board meeting by dialing 1 (929) 205-6099, then enter the conference ID NO. 867 0373 0307, followed by the pound symbol. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.

MEETING OF THE
ROTTERDAM TOWN BOARD
May 25, 2022
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

- Barbara Olsen ~ 50 Years with the Schonowe Fire Department
- National Police Week

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

RESOLUTIONS

176.22 To amend resolution No. 21.22.

177.22 To appoint and reappoint various members to the Town of Rotterdam Emergency Medical Board.

178.22 To authorize the supervisor to negotiate and execute an agreement with FCM Engineering PLLC.

179.22 Appoint seasonal laborers for the Highway Department.

180.22 Appoint seasonal laborers for the Parks Department.

181.22 DCJS Reimbursement for the 2021 summer employees at the Highway Department.

182.22 To accept a stormwater utility easement agreement.

183.22 To appoint Joel Miller as Director of the Town or Rotterdam Jazz Band.

184.22 To appoint Jacob Labate and Gianna Monagno to the position of Director for the Rotterdam Town Band.

185.22 To authorize a release of retainage.

186.22 To authorize the supervisor to negotiate and execute a settlement agreement and release in Harwood v. Town of Rotterdam.

187.22 To accept Town Board Meeting Minutes from the May 11, 2022 meeting.

188.22 To authorize professional engineering services for a trunk sewer survey.

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

RESOLUTION NO. 176.22

TO AMEND RESOLUTION NO 21.22 OF THE YEAR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 21.22, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$ 3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$ 3,500

Clerk- Part Time

Donna Larsen Hourly Rate \$ 19.50

Traffic Liaison

VACANT

School Traffic Officer

Floyd Rorick Hourly Rate \$ 15.00
(Maximum of 4 hours daily)

COVID Compliance

Megan Griffin Annual Stipend \$2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate \$19.50

Deputy Comptroller – Part Time

Paul Sebesta Hourly Rate \$100.00

Assistant Director to Public Works

Matt Lupi Annual Stipend \$3,500

Social Media/Live Stream Administrator

Megan Griffin Annual Stipend \$2,000

Clerk- Part Time

Phyllis Horvath Hourly Rate \$19.00

Storm Water Officer

Ryan Coulter Annual Stipend \$3,500

Storm Water Manager – Part-Time

Mary Barrie Hourly Rate \$25.00

Senior Payroll Audit Clerk

Carol Connelly Hourly Rate \$35.00
(Not to exceed 12 hours per week)

Water Treatment Plant Operator(1st on call)

Ian Bonthron Hourly Rate \$35.00

Water Treatment Plant Operator(2nd on call)

Clark Collins Hourly Rate \$35.00

Building Inspector – Part Time

Lloyd Denny Hourly Rate \$40.00
(Not to exceed 17.5 Hours Weekly)

SECTION 2. This resolution shall become effective May 25, 2022

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 18, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: Megan Griffin, Confidential Secretary

TITLE OF REQUEST: Amend Resolution 21.22

TOWN BOARD MEETING: May 25, 2022

Background Information: On April 27, 2022 Lloyd Denny was appointed to the position of Building Inspector for the Town of Rotterdam on resolution number 145.22.

Evaluation/Analysis: On May 11, 2022 resolution 161.22 amended resolution 21.22, appointing Paul Sebesta as the Deputy Comptroller and there was incorrect verbiage listed for Lloyd Denny's position which stated "Acting Department Manager for DPW". Lloyd Denny's position is "Building Inspector Part-Time" (17.5 hours weekly)

Recommendation(s): Correct the verbiage to the original title of Building Inspector for Lloyd Denny.

Attachment/Document(s): Resolution 145.22 & 161.22

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 145.22

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, April 27, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND RESOLUTION NO 21.22 OF THE YEAR 2022 APPOINT LLOYD DENNY TO BUILDING INSPECTOR PART TIME

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 21.22, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$ 3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$ 3,500

Clerk- Part Time

Donna Larsen Hourly Rate \$ 19.50

Traffic Liaison

VACANT

School Traffic Officer

Floyd Rorick Hourly Rate \$ 15.00
(Maximum of 4 hours daily)

COVID Compliance

Megan Griffin Annual Stipend \$2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate \$19.50

Public Works Advisor – Part Time

VACANT

Assistant Director to Public Works

Matt Lupi Annual Stipend \$3,500

Social Media/Live Stream Administrator

Megan Griffin Annual Stipend \$2,000

Clerk- Part Time

Phyllis Horvath Hourly Rate \$19.00

Storm Water Officer

Ryan Coulter Annual Stipend \$3,500

Storm Water Manager – Part-Time

Mary Barrie Hourly Rate \$25.00

Senior Payroll Audit Clerk

Carol Connelly Hourly Rate \$35.00
(Not to exceed 12 hours per week)

Water Treatment Plant Operator(1st on call)

Ian Bonthron Hourly Rate \$35.00

Water Treatment Plant Operator (2nd on call)

Clark Collins Hourly Rate \$35.00

Building Inspector – Part Time

Lloyd Denny Hourly Rate \$40.00
(2 days per week, 23 weeks maximum, not to exceed \$17,000 annually)

SECTION 2. This resolution shall become effective April 27, 2022

DATED: April 27, 2022

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 April 27, 2022, 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 April 29, 2022.

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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 161.22

**TO AMEND RESOLUTION NO 21.22 OF THE YEAR 2022
APPOINT PAUL SEBESTA DEPUTY COMPTROLLER PART TIME**

THEREFORE, UPON MOTION OF Councilmember DODSON, seconded by Councilmember MASTROLANNI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 21.22, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$ 3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$ 3,500

Clerk- Part Time

Donna Larsen Hourly Rate \$ 19.50

Traffic Liaison

VACANT

School Traffic Officer

Floyd Rorick Hourly Rate \$ 15.00
(Maximum of 4 hours daily)

COVID Compliance

Megan Griffin Annual Stipend \$2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate \$19.50

Deputy Comptroller – Part Time

Paul Sebesta

Hourly Rate \$100.00

Assistant Director to Public Works

Matt Lupi

Annual Stipend \$3,500

Social Media/Live Stream Administrator

Megan Griffin

Annual Stipend \$2,000

Clerk- Part Time

Phyllis Horvath

Hourly Rate \$19.00

Storm Water Officer

Ryan Coulter

Annual Stipend \$3,500

Storm Water Manager – Part-Time

Mary Barrie

Hourly Rate \$25.00

Senior Payroll Audit Clerk

Carol Connelly

Hourly Rate \$35.00

(Not to exceed 12 hours per week)

Water Treatment Plant Operator(1st on call)

Ian Bonthron

Hourly Rate \$35.00

Water Treatment Plant Operator(2nd on call)

Clark Collins

Hourly Rate \$35.00

Acting Department Manager – DPW – Part Time

Lloyd Denny

Hourly Rate \$40.00

(2 days per week, 23 weeks maximum)

SECTION 2. Pursuant to the Agreement, as amended, between the Town of Rotterdam and Paul Sebesta for financial consulting services, the Town Board hereby elects to terminate the Agreement, as amended, and authorizes the Town Supervisor to provide written notice thereof;

SECTION 3. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 177.22

**TO APPOINT AND REAPPOINT VARIOUS MEMBERS TO THE TOWN OF
ROTTERDAM EMERGENCY MEDICAL BOARD**

WHEREAS, Town Code Chapter 27 established the Town of Rotterdam Emergency Medical Board and provides membership qualifications for appointees thereto; and

WHEREAS, the Town Board of the Town of Rotterdam passed Resolution No. 146.22 appointing Councilmember Samantha Miller-Herrera (as member and chair) and Councilmember Charles Jack Dodson (as member) to the Town of Rotterdam Emergency Medical Board; and

WHEREAS, Town Code Chapter 27 does not expressly provide terms of office for appointees to the Town of Rotterdam Emergency Medical Board, and the Town Board finds and determines that such appointees serve at the pleasure of the Town Board so long as they qualify, but that establishing a date on which such appointees terms shall otherwise expire is appropriate;

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 reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, effective retroactively to January 1, 2022, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2022:

Robert Philip
Dean Romano
John F. Nuzback
Mark D'Alessandro

SECTION 2. The Town Board of the Town of Rotterdam hereby appoints the following individuals to the Town of Rotterdam Emergency Medical Board effective May 25, 2022, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2022:

Deputy Chief William Male
Detective Paul Chevalier
Ronald P. Schlag

SECTION 3. Resolution 142.22 is hereby amended to reflect that Councilmember Samantha Miller-Herrera as member and chair, and Councilmember Charles Jack Dodson as

member, of the Town of Rotterdam Emergency Medical Board shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2022.

SECTION 4. By virtue of the foregoing, the Town of Rotterdam Emergency Medical Board consists of the following ten (10) members, each serving at the pleasure of the Town Board and so long as such member remains qualified, during the terms set forth opposite each such member's name:

<u>MEMBER</u>	<u>QUALIFICATION</u>	<u>START OF TERM</u>	<u>END OF TERM</u>
Samantha Miller-Herrera, Chair	Town Board Member	Jan 1, 2022	Dec 31, 2022
Charles Jack Dodson	Town Board Member	Jan 1, 2022	Dec 31, 2022
William Male	Rotterdam Police Department	May 25, 2022	Dec 31, 2022
Paul Chevalier	Rotterdam Police Department	May 25, 2022	Dec 31, 2022
Robert Philip	Town-Based Ambulance Service	Jan 1, 2022	Dec 31, 2022
Dean Romano	Town Based Ambulance Service	Jan 1, 2022	Dec 31, 2022
<u>VACANT</u>	Fire Department Rescue Squad	May 25, 2022	Dec 31, 2022
John G. Nuzback	Fire Department Rescue Squad	Jan 1, 2022	Dec 31, 2022
Mark D'Alessandro	Town Resident	Jan 1, 2022	Dec 31, 2022
Ronald P. Schlag	Town Resident	May 25, 2022	Dec 31, 2022

SECTION 5. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022

<u>NAME</u>	<u>AYES</u>	<u>NOES</u>	<u>ABSTAIN</u>
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: May 16, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Appoint Ronald P. Schlag to the Emergency Medical Board

TOWN BOARD MEETING: May 25, 2022

Background Information: Mr. Schlag has over 31 years of experience in medical sales and currently serves as a Key Account Manager for Johnson and Johnson. He also holds a Masters in Business Administration.

Evaluation/Analysis: Mr. Schlag has lived in Rotterdam for the past 17 years. He is involved in community activities such as the Rotterdam Carmen Little League. Due to his career he has an extensive knowledge of the medical field.

Recommendation(s): Recommend to appoint Ronald P. Schlag to the Emergency Medical Board

Attachment/Document(s): See attached documents concerning experience and scope of duties.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Emergency Medical Board

Ron Schlag <[REDACTED]>

Mon 5/16/2022 11:10 AM

To: Mollie Collins <mcollins@rotterdamny.org>

Cc: Megan Griffin <mgriffin@rotterdamny.org>

Dear Supervisor Collins,

It has been brought to my attention that there is an opening on the Emergency Medical Board committee. I would like to expressed my interest in participating on this committee.

I believe this opportunity uniquely fits my background. As a Rotterdam town resident for over 17 years, I also have over 31 years of experience in medical sales and currently serve as a Key Account Manager for Johnson and Johnson with responsibility for large integrated disease networks in the eastern half of New York state. I also hold a Masters in Business Administration from St Joseph's Universtiy in Philadelphia.

I feel if given the opportunity to serve I would make an integral part of your team while serving the community I've been a part of for 17 years.

**Sincerely,
Ronald P. Schlag**

Sent from my iPhone

*Town of Rotterdam, NY
Thursday, May 19, 2022*

Chapter 27. Emergency Medical Board

[HISTORY: Adopted by the Town Board of the Town of Rotterdam 7-16-1980; amended in its entirety 9-26-2012 by L.L. No. 5-2012. Subsequent amendments noted where applicable.]

§ 27-1. Purpose.

The Town Board of the Town of Rotterdam hereby approves the formation of the Rotterdam Emergency Medical Board and authorizes the charter for said Board.

§ 27-2. Membership.

The membership of said Board consists of the following:

- A. Two members from the Rotterdam Town Board.
- B. Two members from the Rotterdam Police Department.
- C. Two members from the current Town-based ambulance service provider.
- D. Two members from the fire department rescue squads as nominated by the Rotterdam Chief's Association.
- E. Two residents at large from the Town of Rotterdam.

§ 27-3. Officers and meetings.

The Town Board shall appoint a Chairperson and a Recording Secretary. The Board shall adopt rules and procedures for its meetings. It shall keep accurate records of its meetings and activities and shall file an annual report as provided in § 27-5 of this article.

§ 27-4. Powers and duties of Board.

The powers and duties of the Board shall be to:

- A. Advise the Town Board of the Town of Rotterdam on all matters regarding emergency medical services affecting the health, safety and welfare of the people of the Town, including emergency preparedness.
- B. Facilitate cooperation, leadership and strong working relationships between all emergency service providers in the Town.
- C. Promote quality patient care through collaboration.

- D. Advise the Town Board of the Town of Rotterdam of new development in technology and cost-saving measures affecting basic life support, advanced life support and transportation services.
- E. Seek to coordinate, assist and unify the efforts of private groups and individuals within the Town of Rotterdam in accord with the purposes of this chapter.
- F. Carry out such other duties as may be assigned from time to time by the Town Board and to carry out such tasks or responsibilities, consistent with the objectives of this chapter, as may be assigned by resolution of the Town Board.

§ 27-5. Reports.

The Board shall submit an annual report to the Town Board, not later than the first day of April of each year, concerning the activities and work of the Board and from time to time shall submit such reports and recommendations as may be necessary to fulfill the purposes of this chapter.

§ 27-6. Compensation and expenses.

The members of the Board, including ex officio members, shall receive no compensation for their services as members thereof but may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties within the appropriations made available thereto.

RESOLUTION NO. 178.22

**AUTHORIZE THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
FCM ENGINEERING, PLLC**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with FCM Engineering, PLLC of 156 Spring Road, Scotia New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2022.

SECTION 2. FCM Engineering PLLC, providing on call engineering services for the Town of Rotterdam, is prohibited from Town Designated Engineering (TDE) assignments during the term of this agreement.

SECTION 3. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: May 18, 2022

TO: Mollie A. Collins, Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Enter into contract with FCM Engineering, PLLC

TOWN BOARD MEETING: May 25, 2022

Background Information: Mr. Fred C. Mastroianni has been a town designated engineer for many years. He has extensive knowledge in the engineering field and history with the Town of Rotterdam and the town's capital projects.

Evaluation/Analysis: Mr. Mastroianni would be an excellent resource to move the town forward and to oversee the town's capital projects.

Recommendation(s): Recommend to execute a contract with FCM Engineering, PLLC

Attachment/Document(s): See attached documents concerning experience and scope of duties.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Town/Consultant Agreement

Agreement made this _____ day of _____ by and between

Town of Rotterdam, NY

Having its office located at 1100 Sunrise Boulevard, Rotterdam, NY 12306 (the "**Town**")
and
FCM Engineering, PLLC

With its office located at 156 Spring Road, Scotia, NY 12302 (the "**Consultant**,")

WHEREAS, the Town desires to obtain professional consultant services in connection with providing on-call engineering services; and

WHEREAS, the Consultant desires to provide such services for the compensation and on the terms herein provided;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. The term "Consultant," as used in this Agreement, shall mean the person or corporation with whom the Town is contracting, and may include such titles as consultant, contractor, or service provider, as the individual case may be. The term "Town" as used in this Agreement, shall mean the Town of Rotterdam, its officers, employees and agents, and specific departments of the Town of Rotterdam, if applicable, engaging in the services of Consultant under this Agreement.
2. The Consultant shall furnish services as described in the Scope of Services provided in Attachment "A" or other Scope of Services to be provided on future projects which are made a part hereof.
3. For the services rendered pursuant to Paragraph 2, the Consultant shall be reimbursed as agreed upon between the Town and Consultant. Prior to an assignment, the Consultant will provide if requested by the Town, scope of services and cost estimate to complete each assignment. All requests for payment to be made, including any request for partial payment will be based upon the work completed, shall be submitted by the Consultant on properly executed claim forms (if any) of the Town and paid after approval by the Town. The Town shall provide payment pursuant to this paragraph as soon as possible after presentation of invoice for services, but in no case beyond thirty (30) days of presentment to the Town unless disputed by the Town.
4. The term of this Agreement shall commence on the above date and shall terminate one year from the above date, except as extended in writing and approved by both parties. The Consultant shall have the option of changing the agreed upon hourly rate specified herein at the end of each year and obtain approval from the Town.
5. The Consultant shall issue progress reports with each payment request to the Town of all assigned tasks and shall immediately inform the Town in writing of any cause for delay in the performance of its obligations under this Agreement and agreed upon schedule.

ON-CALL ENGINEERING SERVICES
Town of Rotterdam, NY

6. Either party upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part. In such event, the Consultant shall be compensated and the Town shall be liable for payment for services already rendered under this Agreement prior to the effective date of termination. In the event of a dispute as to the value of the services rendered by the Consultant prior to the date of termination.
7. All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, photographs, computer printouts, graphs, charts, plans, specifications, and all similar recorded data, shall become and remain the property of the Town. The Consultant shall retain copies of such records.
8. Any purported delegation of duties or assignment of rights under this Agreement without the express written consent of the Town is void. The Consultant may subcontract any part of the work without prior consent of the Town. All subconsultants/subcontracts shall include provisions in the agreement that are subject to all terms and conditions set forth in this Agreement.
9. The Consultant agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Consultant further agrees that in the performance of this Agreement, no person having any such interest shall be employed by it. The Consultant represents and warrants that it has not employed or retained any person to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of a salary to a bona fide employee working for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement.
10. The Consultant expressly understands and agrees that the he is and shall in all respects be considered an independent contractor. The Consultant, its employees, partners, associates, subcontractors, subconsultants and any others employed by the Consultant to render services hereunder, are not and shall not hold themselves out as, nor claim to be, an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to workers' compensation, disability benefits, unemployment benefits, social security coverage, application of the Fair Labor Standards Act minimum wage and overtime payments.
11. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town, and the Town will not be liable for any obligation incurred by the Consultant including but not limited to unpaid minimum wages and/or overtime premiums.
12. The Consultant shall comply at its own expense, with the provisions of all federal, state, and local laws, rules, and regulations applicable to the Consultant as an employer of labor

or otherwise. The Consultant specifically represents and agrees that it and its members, officers, employees, agents, servants, subconsultants, and subcontractors have and shall possess the appropriate licensure, experience, knowledge, and character necessary to qualify them individually for the particular duties they perform hereunder.

13. The Consultant expressly agrees:
 - a. that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subconsultant, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and
 - b. that no contractor, subconsultant, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and
 - c. That this Agreement may be cancelled or terminated by the Town for any violation of this section of the Agreement.
14. The Consultant agrees to hold harmless and indemnify the Town, and the officers, agents, and employees of said Town from and against all loss, damage, claims, demands, causes of action, judgments, losses, damages, liabilities, penalties and other obligations and expenses (including, without limitation, to reasonable attorneys' fees) arising out of bodily injury or property damage of whatever kind or nature, caused by Consultant and/or its employees, and arising out of Consultant's negligent performance of this Agreement. Additionally, Consultant agrees to procure and maintain, at its own expense, insurance of the kinds and in the amount hereinafter provided, with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, performed by the Consultant, its employees, subconsultant, or subcontractor (if any). Before commencing work on behalf of the Town, Consultant shall furnish Certificates of Insurance if requested that have complied with these requirements, which certificates shall provide:
 - a. Coverage shall not be cancelled or reduced until thirty (30) days written notice has been given to the Town.
 - b. Underwriters will have no rights of recovery or subrogation against the Town, it being the intention of the parties that the insurance policies so affected shall protect both parties.
 - c. The insurance company (ies) issuing the policy (ies) shall have no recourse against the Town for payment of any premiums or assessments under any form of the policy.
 - d. All deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of the Consultant in the amounts indicated in such policies.
 - e. The policy naming the Town as an additional insured shall:
 - Purchase an insurance policy from an A.M. Best rated "secured" New York State

licensed insurer.

- State that the organization's coverage shall be primary coverage for the Town, its Board, employees, and volunteers.
- The Town shall be listed as additional insured. The certificate must state that this endorsement is being used.
- Indemnify the Town for any applicable deductibles.

The coverage parts and amount of insurance required are those checked and initialed by the parties as follows:

- f. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, subject to a \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability. The Town shall be named additional insured.
 - g. Automobile Liability insurance with minimum limits of \$1,000,000 each accident. Coverage shall provide for any vicarious liability of the Town and be applicable to all owned, non-owned, hired, borrowed, or temporarily used vehicles by the Consultant.
 - h. Statutory Workers' Compensation, Employer's liability, and New York State Disability in accordance with the Workers' Compensation and disability benefits laws of the State of New York.
 - i. Professional liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 annual aggregate.
 - j. To the fullest extent permitted by law, the total liability in the aggregate, of Design Professional and its officers, directors, partners, employees, agents, and subconsultants, to Client and anyone claiming through or under Client for any claims, losses, costs or damages whatsoever arising out of, resulting from or in any way relating to this Agreement, from any cause or causes, including but not limited to, tort including negligence and professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the limit of liability stated herein. The client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by the Design Professional.
15. All notices of any nature referred to in this Agreement shall be in writing to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:
- To the Town: Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306
- To the Consultant: Fred C. Mastroianni, PE, Principal Engineer
FCM Engineering, PLLC
156 Spring Road
Scotia, NY 12302
16. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations,

commitments, and writings. It shall not be released, discharged, changed, or modified except in writing signed by a duly authorized representative of each entity.

17. This Agreement shall be deemed executory only to the extent of monies appropriated and available to the Town for the purpose of the Agreement and no liability on account thereof shall be incurred by the Town beyond the amount of such monies. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. This agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This agreement is not intended to benefit any person or entity that is not a signatory to this agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons or entities who are not signatories to this agreement. There are no third-party beneficiaries to this agreement.
20. Compensation:
 - a. For projects that are to be completed and invoiced on an hourly basis, the Consultant proposed staff and hourly rates for year 2022 are as follows:
 - Principal Engineer - \$120.00/hour
 - Project Engineer - \$100.00/hour
 - Senior Engineering Technician - \$85.00/hourIf additional staff is needed that are not included above, the Consultant shall advise the Town and agree on an hourly rate.
 - b. For projects that are to be completed via a not-to-exceed cost or lump sum amount and/or require the need for a subconsultant or subcontractor, the Consultant will provide a cost breakdown or determine value of cost for each task and forward to the Town for review and approval.

ON-CALL ENGINEERING SERVICES
Town of Rotterdam, NY

Via signature below and notarization, The Town and the Consultant have executed this Agreement.

Town of Rotterdam	FCM Engineering, PLLC
By: _____	By: _____
Date: _____	Date: _____

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as _____, who, being by me duly sworn, did depose and say- that he/she resides at _____, New York; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Town.

Notary Public, _____, N.Y.

STATE OF NEW YORK

SS:

_____ OF _____

On this _____ day of _____, 20__ before me, the subscriber, personally appeared to me known as Fred C. Mastroianni, who, being by me duly sworn, did depose and say that he resides at 156 Spring Road, Scotia New York; that he is Principal Engineer of FCM Engineering, PLLC, the corporation described in and which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his/her position as a duly authorized representative of the Consultant.

Notary Public, _____, N.Y.

ATTACHMENT A

SCOPE OF SERVICES

A. Purpose:

Town of Rotterdam is seeking to retain the Consultant to provide professional services as described herein for various Town or other funded projects assigned by the Town. In addition, the Town may need the services of the Consultant to review projects submitted on behalf of other private or public entities as they relate to Town or industry standards, including SEQRA and/or NEPA process. No work is guaranteed under this agreement until a work task is assigned in writing by the Town.

B. General Characteristics:

This agreement involves providing professional services on an as needed basis that may include but is not limited to:

- Prepare plans, specifications and construction bid documents for various public works projects.
- Supervise and manage other consultants on Town projects. This work includes review and comment of design plans, specifications and construction bid documents; managing consultant activities and project budgets; review and recommend of approval/disapproval of invoices; and monitoring projects schedules and budgets. For federal aid projects, my cost could be reimbursed if the Town goes through a separate consultant solicitation process.
- Provide engineering support to the various Town departments related to public works projects.
- Reviews private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.
- Research state and federal funding opportunities and assist in preparing funding applications on transportation/public works projects.
- Develop/revise Town standard details utilized on private development projects where the infrastructure would ultimately be dedicated to the Town.
- Prepare reports for the Town as needed for compliance with state and federal requirements.
- Attend Town meetings as needed to provide engineering input and advice.
- Meet with residents as needed to address any public works type issues or complaints.
- Prepare bid specifications for major purchases of supplies and equipment.
- Any other tasks/assignments as directed by the Town.

The Town will outline the objectives for each work task or project to be assigned. The Consultant if requested by the Town will prepare specific scope of services, schedule and estimate of engineering cost for each assigned work for Town review. The Town will issue written approval to the Consultant to commence work.

RESOLUTION NO. 179.22

APPOINT SEASONAL LABORERS: HIGHWAY DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits through September 2, 2022.

Highway Department

Kyle Vanblarcom	6/1/2022 – 8/26/2022	Laborer	\$17.00
Nathan Gandrow	6/1/2022 – 8/19/22	Laborer	\$17.00
Mattia Viscusi	6/1/2022 – Available as needed	Laborer	\$17.00
Devin Fortune	6/1/2022 – Available as needed	Laborer	\$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Highway Superintendent at the completion of employment.

SECTION 4. This resolution shall become effective June 1, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 17, 2022

TO: Mollie Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To recognize the hire of 4 Summer Highway laborers starting June 1, 2022 until September 2, 2022.

TOWN BOARD MEETING: May 25, 2022

Background Information: Highway dept. to employ students during the summer season to assist highway crews.

Evaluation/Analysis: See attached employment applications.

Recommendation(s): To appoint 4 part-time summer employees; Kyle Vanblarcom(6/1/22-8/26/22), Mattia Viscusi(6/1/22-available as needed), Nathan Gandrow(6/1/22-8/19/22), & Devin Fortune(6/1/22-Available as needed), providing the completion of a DCJS Background check in the amount of \$88.50 & that upon completion of summer help, employees will be refunded \$88.50 upon approval of Highway Superintendent.

Attachment/Document(s): Employment Applications

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM
Highway Department
54 Duanesburg Rd
ROTTERDAM, NEW YORK 12306

2022 Summer Employment Application
(For H.S. Grads & College Students)

Application must be filled out completely to be considered. Please return this application to:

Rotterdam Highway Department
54 Duanesburg Rd
Rotterdam, New York 12306

Applications may also be faxed to (518) 357-2645 or emailed to llamora@rotterdamny.org and alawson@rotterdamny.org. Applications will be accepted from March 1, 2022 to May 16, 2022.

1. Name: Kyle Van Blarcom [REDACTED]
2. D.O.B: [REDACTED] Age: [REDACTED]
3. Do you have any vacations planned for the summer? Yes
If so, what dates? June 3rd - 7th, July 24th - 27th, Aug. 11th - 12th
4. What is your earliest available start date? May 16th End date? Aug 26th

Laborer- \$17.00 per hour

- Job requires working with power equipment. Therefore, all applicants must be at least 18 years old.
- Work with the Highway Department Crew performing all laborer tasks.
- Work out of the Highway Garage, 54 Duanesburg Rd
- Monday-Friday: 7:00 AM – 3:30 PM

References (please provide two)

Name	Address	Phone
------	---------	-------

Skip Skoda

Frank DePasquale [REDACTED]

Job offers are contingent on the results of a DCJS background check at the applicant's expense

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

1. _____
POSITION TITLE EXAM NUMBER

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
 Van Blarcom Kyle D
 Last Name First Name Middle Initial
 Street Address or Road R.D. # or P.O. Box #
 County City, Town, Village State Zip
 Home Phone Number Cell Phone:
 Email Address:
 If mailing address is different:
 Street Address or Road R.D. # or P.O. Box #
 County City, Town, Village State Zip
 Social Security Number

6. 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.

3. Police Officer & Firefighter Candidates Only:
 Date of Birth (MM/DD/YYYY)

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

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.

License #:	
Restrictions:	
Expiration Date:	11/08/2029
Endorsements:	None
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

	Name	Years	Months
State of:	New York		
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:	Schenectady		
School District:	Mohonasen		

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).		☒
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		
*Grenada: 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?		☒
Did you ever resign from any employment rather than face dismissal?		☒
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?		☒
Have you ever been convicted of any crime (felony or misdemeanor)?		☒
Are you now under charges for any crime?		☒
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		☒

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:				Mohonasen High School, Rotterdam NY		
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	
Clarkson University	115	in progress	Mechanical Engineering		☒	

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	Firm Name:	Rotterdam Highway Department
From:	Firm Address:	54 Dunesburg Road
To:	Description of Duties:	
Month/Year (mm/yyyy)	I worked at the garage summers of 2019, 2020, and 2021. I mostly did yard waste removal on the parker and brush trucks, and occasionally worked in retention ponds.	
Employment Details		
Your Exact Title	Summer Laborer	
Name of Your Supervisor	Skip Skoda	
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)	40 hours/wk	
Reason for Leaving	It was just a summer position, so summers of 2019, 2020, and 2021	
Length of Employment	Firm Name:	
From:	Firm Address:	
To:	Description of Duties:	
Month/Year (mm/yyyy)		
Month/Year (mm/yyyy)		
Employment Details		
Your Exact Title		
Name of Your Supervisor		
Supervisor's Title		
Hours worked / wk. (exclusive of overtime)		
Reason for Leaving		

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

Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	Description of Duties:	
To: Month/Year (mm/yyyy)		
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.

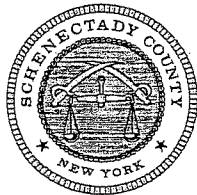
Kyle Van Blarcom
Signature of Applicant

Kyle Van Blarcom
Print Name

5/17/22
Date

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

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

1. laborer

POSITION TITLE

EXAM NUMBER

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

Gandrow Nathan S
Last Name First Name Middle Initial

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

County City, Town, Village State Zip

Home Phone Number Cell Phone:

Email Address:

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		
County of:	Schenectady		
Village of:	Rothsden		
Town of:	Rothsden		
City of:	Schenectady		
School District	Mohamuseen		

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 ☐

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).		
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?		☒
Did you ever resign from any employment rather than face dismissal?		☒
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?		☒
Have you ever been convicted of any crime (felony or misdemeanor)?		☒
Are you now under charges for any crime?		☒
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		☒

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:			Mohamud High School			
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	

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		Firm Name:	Town of Rotterdam Highway department
From:		Firm Address:	54 Dunbar Rd
To:		Description of Duties: Would pick paper bags up or any other thing that would have to be picked up. Also would upgrade the	
Month/Year (mm/yyyy)			
Employment Details			
Your Exact Title			
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk. (exclusive of overtime)		300	
Reason for Leaving		College	
Length of Employment		Firm Name:	Fc Dutchmen
From:		Firm Address:	3420 East Hous Street
To:		Description of Duties: Would help coach games and run practices for little kids.	
Month/Year (mm/yyyy)			
Employment Details			
Your Exact Title			
Name of Your Supervisor			
Supervisor's Title			
Hours worked / wk. (exclusive of overtime)		300	
Reason for Leaving		Covid, college	

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

Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	Description of Duties:	
To: Month/Year (mm/yyyy)		
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.

Nathan Gendron
Signature of Applicant

Nathan Gendron
Print Name

5/20/2022
Date

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

TOWN OF ROTTERDAM
Highway Department
54 Duanesburg Rd
ROTTERDAM, NEW YORK 12306

2022 Summer Employment Application
(For H.S. Grads & College Students)

Application must be filled out completely to be considered. Please return this application to:

Rotterdam Highway Department
54 Duanesburg Rd
Rotterdam, New York 12306

Applications may also be faxed to (518) 357-2645 or emailed to llamora@rotterdambny.org and alawson@rotterdambny.org. Applications will be accepted from March 1, 2022 to May 16, 2022.

1. Name: Mattia Viscusi [REDACTED]
2. D.O.B: [REDACTED] Age: [REDACTED]
3. Do you have any vacations planned for the summer? No
If so, what dates? [REDACTED]
4. What is your earliest available start date? ASAP . End date? [REDACTED] com

Laborer- \$17.00 per hour

- Job requires working with power equipment. Therefore, all applicants must be at least 18 years old.
- Work with the Highway Department Crew performing all laborer tasks.
- Work out of the Highway Garage, 54 Duanesburg Rd
- Monday-Friday: 7:00 AM – 3:30 PM

References (please provide two)

Name	Address	Phone
------	---------	-------

<u>Dino Santuccione</u>	[REDACTED]	[REDACTED]
-------------------------	------------	------------

<u>Brian Haas</u>	[REDACTED]	[REDACTED]
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Job offers are contingent on the results of a DCJS background check at the applicant's expense

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

1. _____
POSITION TITLE EXAM NUMBER

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

Viscusi Mattia R
Last Name First Name Middle Initial

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

County J City, Town, Village State Zip

Home Phone Number Cell Phone

Email Address

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:	<u>NY</u>		
County of:	<u>Schady</u>		
Village of:			
Town of:	<u>Rotterdam</u>		
City of:			
School District	<u>Schalmout</u>		

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) 368-4233.

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:	<u>none</u>
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☒ NO ☐

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:		X
February 28, 1961 – May 7, 1975		X
August 2, 1990 – end of hostilities		X
*Lebanon: June 1, 1983 – December 1, 1987		X
*Granada: October 23, 1983 – November 21, 1983		X
*Panama: December 20, 1989 – January 31, 1990		X
*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.		X
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?		X
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.		X
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?		X
Are you currently a resident of New York State?	Yes	

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?		✓
Did you ever resign from any employment rather than face dismissal?		✓
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?		✓
Have you ever been convicted of any crime (felony or misdemeanor)?		✓
Are you now under charges for any crime?		✓
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		✓

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 H.S.		
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	

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		Firm Name:	Edd's Landscaping
From: [Redacted]		Firm Address:	
To: [Redacted] Month/Year (mm/yyyy)		Description of Duties:	
Employment Details		• MAINTAIN / Residential & Commercial • plant bulbs, trees, bushes, flower • mulching and edging of lawns • remove weeds • snow removal during winter months	
Your Exact Title		Landscaper	
Name of Your Supervisor		Ed Duffek	
Supervisor's Title		Owner	
Hours worked / wk. (exclusive of overtime)		45	
Reason for Leaving			
Length of Employment		Firm Name:	D.V. Electric
From: [Redacted]		Firm Address:	
To: [Redacted] Month/Year (mm/yyyy)		Description of Duties:	
Employment Details		• Summer help • Operated hand & power tools • Pulled wire through conduits & through holes in walls & floors. • Organized materials and tools to keep a clean work environment	
Your Exact Title		Assistant	
Name of Your Supervisor		Dino Viscusi	
Supervisor's Title		Owner	
Hours worked / wk. (exclusive of overtime)		40 -	
Reason for Leaving		Summer help	

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

Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	Description of Duties:	
To: Month/Year (mm/yyyy)		
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.

Matthia R. Viscusi
Signature of Applicant

Matthia R. Viscusi
Print Name

5-16-22
Date

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

TOWN OF ROTTERDAM
Highway Department
54 Duanesburg Rd
ROTTERDAM, NEW YORK 12306

2022 Summer Employment Application
(For H.S. Grads & College Students)

Application must be filled out completely to be considered. Please return this application to:

Rotterdam Highway Department
54 Duanesburg Rd
Rotterdam, New York 12306

Applications may also be faxed to (518) 357-2645 or emailed to llamora@rotterdamny.org and alawson@rotterdamny.org. Applications will be accepted from March 1, 2022 to May 16, 2022.

1. Name: Devin Fortune
2. D.O.B: [REDACTED] Age: [REDACTED]
3. Phone #: [REDACTED] Email: [REDACTED]
4. Do you have any vacations planned for the summer? No
If so, what dates? _____
5. What is your earliest available start date? June 1st . End date? as needed.

Laborer- \$17.00 per hour

- Job requires working with power equipment. Therefore, all applicants must be at least 18 years old.
- Work with the Highway Department Crew performing all laborer tasks.
- Work out of the Highway Garage, 54 Duanesburg Rd
- Monday-Friday: 7:00 AM – 3:30 PM

References (please provide two)

Name	Address	Phone
<u>Tim Ingersoll</u>		

Job offers are contingent on the results of a DCJS background check at the applicant's expense

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT.
USE ONLY

1. _____
POSITION TITLE EXAM NUMBER

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

Last Name First Name Middle Initial
Fortune Devin M

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

County City, Town, Village State Zip

Home Phone Number Cell Phone

Email Address:

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:			
County of:			
Village of:			
Town of:			
City of:			
School District			

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 ☐

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).		☒
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?		☒
Did you ever resign from any employment rather than face dismissal?		☒
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?		☒
Have you ever been convicted of any crime (felony or misdemeanor)?		☒
Are you now under charges for any crime?		☒
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		☒

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:						
Equivalency Diploma Number:						
College, University, Professional or Technical School						
Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate?		Date Degree Expected or Received
				Yes	No	

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

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

Length of Employment	Firm Name:	
From:	Firm Address:	
To: Month/Year (mm/yyyy)	Description of Duties:	
To: Month/Year (mm/yyyy)		
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.

Devin Fortune

Signature of Applicant

Devin Fortune

Print Name

3-30-2022

Date

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

RESOLUTION NO. 180.22

APPOINT SEASONAL LABORERS: PARKS DEPARTMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Parks Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits through September 2, 2022.

Parks Department

Ethan Coom: 5/31/22-8/15/22	Laborer	\$17.00
Michael Romano: 5/31/22-8/26/22	Laborer	\$17.00
Gabriel Romano: 5/31/22-8/17/22	Laborer	\$17.00
Ty Hunter Rifenburg: 5/31/22-8/18/22	Laborer	\$17.00

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above upon approval of the Coordinator of Parks and Senior Programs at the completion of employment.

SECTION 4. This resolution shall become effective May 31, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 20, 2022

TO: Mollie Collins, Town Supervisor

FROM: Morgan Coryer, Coordinator of Parks and Senior Programs

TITLE OF REQUEST: To recognize the hire of 4 Summer Park Department laborers.

TOWN BOARD MEETING: May 25, 2022

Background Information: Parks dept. to employ students during the summer season to assist the parks department crews.

Evaluation/Analysis: See attached employment applications.

Recommendation(s): To appoint 4 part-time summer employees;
Ethan Coom: 5/31/22-8/15/22
Michael Romano: 5/31/22-8/26/22
Gabriel Romano: 5/31/22-8/17/22
Ty Hunter Rifenburg: 5/31/22-8/18/22
providing the completion of a DCJS Background check in the amount of \$88.50 & that upon completion of summer help, employees will be refunded \$88.50 upon approval of the Coordinator of Parks and Senior Programs.

Attachment/Document(s): Employment Applications

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM

Parks Department
2639 Hamburg St.
Rotterdam, NY 12303

2022 Summer Employment Application (For H.S. Grads & College Students)

Application must be filled out completely to be considered. Please return this application to:

Rotterdam Parks Department
2639 Hamburg St.
Rotterdam, New York 12303

Applications may also be emailed to mcoryer@rotterdamny.org or jcorbett@rotterdamny.org.
Applications will be accepted until May 16, 2022.

1. Name: Michael Romano
2. D.O.B: [REDACTED] Age: [REDACTED]
3. Do you have any vacations planned for the summer? Yes
If so, what dates? 1 week in July or August, more info coming soon.
4. What is your earliest available start date? April 25th End date? August 26th

Laborer- \$17.00 per hour

- Job requires working with power equipment. Therefore, all applicants must be at least 18 years old.
- Work with the Parks Department Maintenance Crew performing all laborer tasks.
- Work out of the Parks Garage, 40 W. Campbell Rd. Schenectady, NY 12306.
- Monday-Friday: 7:00 AM – 3:30 PM.

References (please provide two)

Name

Address

Phone

Vince Romano

Justin D'Allesandro

Job offers are contingent on the results of a DCJS background check at the applicant's expense

TOWN OF ROTTERDAM

Parks Department
2639 Hamburg St.
Rotterdam, NY 12303

2022 Summer Employment Application (For H.S. Grads & College Students)

Application must be filled out completely to be considered. Please return this application to:

Rotterdam Parks Department
2639 Hamburg St.
Rotterdam, New York 12303

Applications may also be emailed to mconyer@rotterdarny.org or jcorbett@rotterdarny.org.
Applications will be accepted until May 16, 2022.

1. Name: Ethan Coom
2. D.O.B: [REDACTED] Age: [REDACTED]
3. Do you have any vacations planned for the summer? yes
If so, what dates? May 27th - 30th
4. What is your earliest available start date? May 16th . End date? Aug 15th

Laborer- \$17.00 per hour

- Job requires working with power equipment. Therefore, all applicants must be at least 18 years old.
- Work with the Parks Department Maintenance Crew performing all laborer tasks.
- Work out of the Parks Garage, 40 W. Campbell Rd. Schenectady, NY12306.
- Monday-Friday: 7:00 AM – 3:30 PM.

References (please provide two)

Name

Address

Phone

Joe Whipple

Ryan LaRue

Job offers are contingent on the results of a DCJS background check at the applicant's expense

TOWN OF ROTTERDAM
Parks Department
2639 Hamburg St.
Rotterdam, NY 12303

2022 Summer Employment Application
(For H.S. Grads & College Students)

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Rotterdam Parks Department
2639 Hamburg St.
Rotterdam, New York 12303

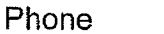
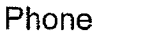
Applications may also be emailed to mcoryer@rotterdampny.org or jcorbett@rotterdampny.org.
Applications will be accepted until May 16, 2022.

1. Name: Ty Hunter Rifenburg
2. D.O.B:  Age: 
3. Do you have any vacations planned for the summer? Yes
If so, what dates? June 24, August 5, August 8
4. What is your earliest available start date? May 23 . End date? August 18

Laborer- \$17.00 per hour

- Job requires working with power equipment. Therefore, all applicants must be at least 18 years old.
- Work with the Parks Department Maintenance Crew performing all laborer tasks.
- Work out of the Parks Garage, 40 W. Campbell Rd. Schenectady, NY12306.
- Monday-Friday: 7:00 AM – 3:30 PM.

References (please provide two)

Name	Address	Phone
<u>Tara Quenneville</u>	<u></u>	<u></u>
<u>Samantha King</u>	<u></u>	<u></u>

Job offers are contingent on the results of a DCJS background check at the applicant's expense

RESOLUTION NO. 181.22

DCJS REIMBURSEMENT FOR 2021 SUMMER EMPLOYEES

WHEREAS, pursuant to Resolution 182.21, Kyle Vanblarcom, Felipmarvin Smith, and Nathan Gandrow were appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department; and

WHEREAS, such appointments were contingent on completion of a DCJS background check and compliance with the New York State Correction Law Article 23-A; and

WHEREAS, Resolution 182.21 authorized the Town to reimburse the costs incurred by any such appointees for such DCJS background check once the full term of employment was completed;

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 payment of the reimbursement of the costs incurred from the DCJS background check for the individuals referenced above for the year of 2021, with such payment of reimbursement to each such individual not to exceed \$88.50.

SECTION 2. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 18, 2022

TO: Mollie Collins, Town Supervisor

FROM: Larry Lamora, Highway Superintendent

TITLE OF REQUEST: To reimburse 2021 Summer Employees for their DCJS background check.

TOWN BOARD MEETING: May 25, 2022

Background Information: Kyle Vanblarcom, Nathan Gandrow, and Felipmarvin Smith completed summer employment in 2021 with DCJS background check for \$88.50.

Evaluation/Analysis: All 3 hired summer employees completed their summer employment of 2021 with full expectation from the Highway Dept.

Recommendation(s): To reimburse the 3 Summer employees retroactive for the year of 2021 for their DCJS employment background check for \$88.50.

Attachment/Document(s): Resolution No. 182.21

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Senior Center, 2639 Hamburg Street Rotterdam, New York on Wednesday, June 23, 2021 at 5:30 p.m., the following resolution was duly adopted:

RESOLUTION NO. 182.21

APPOINT SEASONAL LABORERS

THEREFORE, UPON MOTION OF Councilmember SIGNORE, seconded by Councilmember, GUIDARELLI,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed and reappointed to various seasonal, summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits through September 3, 2021.

Highway Department

Kyle Vanblarcom	Laborer	\$ 12.50
Felipmarvin Smith	Laborer	\$ 12.50
Michael Palleschi	Laborer	\$ 12.50
Nathan Gandrow	Laborer	\$ 12.50

SECTION 2. These appointments are contingent upon completion of a DCJS background check and compliance with the New York State Correction Law Article 23-A.

SECTION 3. The Town Board of the Town of Rotterdam hereby agrees to reimburse the costs incurred from the DCJS background check for the individuals referenced above once the full term of employment is completed.

SECTION 4. This resolution shall become effective June 23, 2021.

DATED: June 23, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli	X		
Miller-Herrera	X		
Signore	X		
Tommasone			

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 June 23, 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 June 25, 2021.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 182.22
ACCEPTING A STORMWATER UTILITY EASEMENT AGREEMENT

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 sign an agreement accepting a stormwater utility easement agreement with Rotterdam Ventures Inc., and FG Rotterdam Ventures LLC, for stormwater improvements located within the Rotterdam Corporate Park providing current and future access;

SECTION 2. This resolution shall become effective May 25, 2022

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: May 23, 2022

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Sr. Planner 

TITLE OF REQUEST: Acceptance of Stormwater Utility Agreement in the Rotterdam Corporate Park.

TOWN BOARD MEETING: May 25, 2022

Background Information: The Town of Rotterdam has stormwater improvements located within the Rotterdam Corporate Park and needs to provide for continued use and future access to these improvements.

Evaluation/Analysis: The granting of this utility agreement is necessitated by the construction of Building #17 in 2021. The Attorney for the Town has reviewed and approved this document as to form and the draft is acceptable for filing with Schenectady County.

Recommendation(s): The Town Board should authorize the Town Supervisor to execute all documents on behalf of the Town regarding acceptance of this utility agreement.

Attachment/Document(s): Stormwater Utility Agreement between Rotterdam Ventures Inc., FG Rotterdam Ventures, LLC and the Town of Rotterdam.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Attorney for the Town / Supervisor's Office

THIS STORMWATER UTILITY EASEMENT AGREEMENT ("Agreement"),
made this ____ day of May, 2022, between:

Rotterdam Ventures, Inc., a New York corporation having an address for the transaction of business at 220 Harborside Drive (Suite 300), Schenectady, New York, 12305 ("RVI"), FG Rotterdam Holdings LLC, a New York limited liability company having an address for the transaction of business at 220 Harborside Drive (Suite 300), Schenectady, New York, 12305 ("FG") (RVI and FG are hereinafter collectively referred to as the "Grantor") and the Town of Rotterdam, a municipal corporation with an address at 1100 Sunrise Boulevard, Rotterdam, New York, 12306 (the "Grantee").

WHEREAS, the Grantor is owner of the premises described on the attached Schedule A more commonly known as the Rotterdam Industrial Park, consisting of approximately 254 acres of land and warehouse buildings (the "Property"),

WHEREAS, a stormwater pipe enters the Property from the east on the boundary line of the Property in the approximate location shown on the attached Schedule B labeled "Town of Rotterdam Existing 12" Dia. Storm Drain" and the general overall direction of stormwater within such stormwater pipe is generally from the east to the west until the stormwater leaves the Property,

WHEREAS, Grantor constructed a new 200,000 square feet warehouse during 2021 known as Building 17 (labeled on Schedule B as "Bldg 17") and in the course of constructing Building 17 relocated/constructed a new portion of the existing stormwater pipe (which portion previously ran under the area on which Building 17 is now located) so that such new portion of the stormwater pipe now travels around the northern perimeter of Building 17 before reconnecting to the previously existing stormwater pipe, all as shown on Schedule B (the stormwater pipe and related components as shown as Schedule B which are located on the Property are hereinafter referred to as the "Stormwater Pipe"),

WHEREAS, the Stormwater Pipe directs any stormwater to exit the Property in an westerly direction to the "Existing Storm Drain Discharging Channel to Creek" (as indicated on Schedule B),

WHEREAS, Grantor owns and is responsible for the operations, maintenance and repairs of the Stormwater Pipe,

WHEREAS, Grantee owns and is responsible for the operations, maintenance and repairs of the stormwater piping/related components located off the Property that discharge into the Stormwater Pipe,

WHEREAS, Grantee desires certain rights for the benefit of the Grantee and general public to allow stormwater to enter the Property so that such stormwater can move thru the Grantor's Stormwater Pipe and ultimately be discharged off the Property as shown on Schedule B,

NOW THEREFORE, the Grantor, in consideration of ONE and 00/100 DOLLARS (\$1.00), and of other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which are hereby mutually acknowledged, does hereby grant and release unto the Grantee, the heirs, successors and assigns of the Grantee forever:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors and assigns, for the benefit of the general public in perpetuity a non-exclusive easement to allow stormwater to enter, cross and exit the Property via the Grantor's Stormwater Pipe system as shown on Schedule B.

2. **Operations, Maintenance & Repairs.** Grantor owns and is responsible for the operations, maintenance and repairs of the Stormwater Pipe. Grantee owns and is responsible for the operations, maintenance and repairs of the stormwater piping/related components located off the Property that discharge into the Stormwater Pipe.

3. **Relocation and/or Replacement of the Stormwater Pipe.** Grantor may relocate, repair or replace the Stormwater Pipe in its sole discretion provided that stormwater drainage rights granted by this Agreement are not unreasonably interrupted or diminished.

4. **Limitation of Easement.** The easement rights granted by this Agreement are limited in that the Grantee will not increase the size of Grantee's stormwater pipe that discharges into the Stormwater Pipe beyond the existing 12" pipe as shown on Schedule B as "Town of Rotterdam Existing 12" Dia. Storm Drain" without the prior written consent of Grantor.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

SIGNATURE PAGE FOLLOWS

Rotterdam Ventures, Inc.
CEO

FG Rotterdam Ventures, LLC
Authorized Representative

Town of Rotterdam

State of New York)
County of _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York)
County of _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York)
County of _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A
(RVI Property)

(Consisting of 58.-1-2.112, 58.-1-2.13/1 & 2.13/3, 58.-1-14, 58.-1-15, 58.-1-16, 58.-1-2.31)

+

(FGRH Property)

(Consisting of 58.-1-7)

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

BEGINNING at a point on the southerly bounds of Duanesburg Road (also known as Route 7) at its intersection with the easterly bounds of the lands now or formerly of the New York Central Railroad; **THENCE** North $86^{\circ}11'14''$ East, along the southerly bounds of Duanesburg Road (also known as Route 7) for a distance of 122.15 feet to a point; **THENCE** along the common division line between the lands now or formerly of Schalmont Central School District and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) the following the following twelve (12) courses and distances:

1. South $10^{\circ}32'44''$ East for a distance of 592.44 feet to a point;
2. North $79^{\circ}17'16''$ East for a distance of 42.15 feet to a point;
3. South $59^{\circ}05'14''$ East for a distance of 95.83 feet to a point;
4. North $30^{\circ}46'16''$ East for a distance of 370.38 feet to a point;
5. North $15^{\circ}06'46''$ East for a distance of 74.86 feet to a point;
6. North $10^{\circ}30'44''$ West for a distance of 117.30 feet to a point;
7. North $23^{\circ}12'16''$ East for a distance of 169.38 feet to a point;
8. North $46^{\circ}06'16''$ East for a distance of 20.82 feet to a point;
9. South $44^{\circ}26'44''$ East for a distance of 29.58 feet to a point;
10. North $69^{\circ}55'03''$ East for a distance of 149.34 feet to a point;
11. North $59^{\circ}11'23''$ East for a distance of 37.30 feet to as point;
12. North $44^{\circ}25'05''$ East for a distance of 58.75 feet to a point on the southerly bounds of Duanesburg Road (also known as Route 7);

THENCE North $84^{\circ}42'06''$ East, along the southerly bounds of Duanesburg Road (also known as Route 7) for a distance of 1320.13 feet to an iron fence post; **THENCE** along the common division line between the lands now or formerly of Maple Pine Manor LLC as described in Book 1856 of Deeds at Page 891 to the northeast and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) to the southwest the following nine (9) courses and distances:

1. South $10^{\circ}33'52''$ East for a distance of 344.69 feet to a point;
2. North $79^{\circ}20'55''$ East for a distance of 170.07 feet to a point;
3. South $24^{\circ}26'44''$ East for a distance of 384.91 feet to a point;
4. North $79^{\circ}24'52''$ East for a distance of 229.83 feet to a point;
5. North $10^{\circ}34'08''$ West for a distance of 64.45 feet to a point;
6. North $81^{\circ}34'16''$ East for a distance of 1.06 feet to a point;
7. North $12^{\circ}15'44''$ West for a distance of 35.98 feet to a point;

8. North 10°34'08" West for a distance of 57.33 feet to a point;
9. North 30°35'52" East for a distance of 137.25 feet to a concrete monument found;

THENCE South 56°05'34" East along a fence line and a portion running along the southerly bounds of Bernard Street for a distance of 893.10 feet to a point; THENCE along the common division line between the lands now or formerly of the County of Schenectady to the northeast and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) to the southwest the following two (2) courses and distances:

1. South 34°01'12" West for a distance of 159.31 feet to a point;
2. South 56°05'41" East for a distance of 169.41 feet to a point;

THENCE along the common division line between the lands now or formerly of Rotterdam Ventures Inc. (Lot No. 2) and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) the following eleven (11) courses and distances:

1. South 78°40'39" West for a distance of 62.96 feet to a point;
2. North 56°02'50" West for a distance of 758.62 feet to a point;
3. South 79°25'06" West for a distance of 265.28 feet to a point;
4. South 10°34'54" East for a distance of 358.00 feet to a point;
5. South 79°25'06" West for a distance of 181.00 feet to a point;
6. South 10°34'54" East for a distance of 214.93 feet to a point;
7. North 79°25'06" East for a distance of 101.00 feet to a point;
8. South 10°20'27" East for distance of 271.29 feet to a point;
9. North 79°43'31" East for distance of 544.61 feet to a point;
10. North 39°19'15" East for a distance of 401.35 feet to a point;
11. South 56°05'41" East for a distance of 8.00 feet to a point;

THENCE South 33°54'19" West, running parallel to and 175 feet westerly of Westcott Road for a distance of 373.75 feet to a point; THENCE South 56°05'41" East for a distance of 175.00 feet to a point on the westerly bounds of Westcott Road; THENCE South 33°54'19" West, along the westerly bounds of Westcott Road for a distance of 1296.01 feet to its intersection with the northerly bounds of Remsen Street; THENCE South 56°04'16" East, along the northerly bounds of Remsen Street for a distance of 366.60 feet to a point; THENCE along the common division line between the lands now or formerly of the 99th Regional Support Command and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) the following three (3) courses and distances:

1. South 77°27'18" West for a distance of 393.84 feet to a point;
2. South 10°34'16" East for a distance of 620.58 feet to a point;
3. North 79°25'44" East for a distance of 598.80 feet to a point;

THENCE along the division line between the lands now or formerly of Mohonasen Central School to the northeast and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) to the southwest the following two (2) courses and distances:

1. South $01^{\circ}20'45''$ East for a distance of 100.36 feet to a point;
2. North $88^{\circ}40'16''$ East for a distance of 300.57 feet to a concrete monument found;

THENCE South $01^{\circ}14'10''$ East, running parallel to and 125 feet westerly of Fern Avenue for a distance of 627.62 feet to a point; THENCE along the division line between the lands now or formerly of 17 Fern Acquisition LLC as described in Book 1722 of Deeds at Page 4 to the east and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) to the west the following two (2) courses and distances:

1. South $88^{\circ}27'16''$ West for a distance of 261.70 feet to a point;
2. South $01^{\circ}15'00''$ East for a distance of 721.98 feet to a point;

THENCE along the division line between the lands now or formerly of CSX Transportation Inc. to the southwest and the lands now or formerly of Rotterdam Ventures Inc. (the herein described parcel) to the northeast the following twelve (12) courses and distances:

1. South $88^{\circ}45'00''$ West for a distance of 38.30 feet to a point;
2. South $01^{\circ}15'00''$ East for a distance of 3.00 feet to a point;
3. North $89^{\circ}14'04''$ West for a distance of 275.77 feet to a point;
4. North $85^{\circ}45'15''$ West for a distance of 182.96 feet to a point;
5. South $12^{\circ}49'36''$ West for a distance of 27.10 feet to a point;
6. North $76^{\circ}07'09''$ West for a distance of 360.58 feet to a point of curvature;
7. Northwesterly, along a curve to the right having a radius of 3036.40 feet, central angle of $15^{\circ}31'08''$ for an arc length of 822.42 feet to a point on an arc with a radius of 2815.00 feet;
8. Northerly, along a curve to the right having a radius of 2815.00 feet, central angle of $43^{\circ}39'06''$ for an arc length of 2144.65 feet to a point of tangency, bisected with a chord of North $38^{\circ}03'13''$ West, 2093.15 feet;
9. North $16^{\circ}13'40''$ West for a distance of 338.85 feet to a point;
10. North $70^{\circ}05'44''$ West for a distance of 29.03 feet to a point;
11. North $10^{\circ}32'12''$ West for a distance of 2219.19 feet to a point;
12. North $15^{\circ}30'03''$ West for a distance of 57.32 feet to the Point and Place of Beginning.

EXCEPTING from the above described parcel of land a right of way 66 feet wide and a parcel of land described together as follows:

Beginning at the intersection between the westerly bounds of Westcott Road with the southerly bounds of Remsen Street; Thence South $56^{\circ}04'16''$ East along the southerly bounds of Remsen Street for a

distance of 66.00 feet to a point; Thence through the Lot No. 1 as described above the following eleven (11) courses and distances:

1. South $33^{\circ}54'19''$ West, 210.96 feet to a point of curvature;
2. Southerly, along a curve to the left having a radius of 75.00 feet, central angle of $44^{\circ}27'19''$ for an arc length of 58.19 to a point of tangency;
3. South $10^{\circ}33'00''$ East, 1223.81 feet to a point;
4. South $79^{\circ}27'00''$ West, 1085.54 feet to a point;
5. North $73^{\circ}35'37''$ West, 47.53 feet to a point of curvature;
6. Northwesterly, along a curve to the right having a radius of 817.00 feet, central angle of $63^{\circ}02'37''$ for an arc length of 898.96 feet to a point of tangency;
7. North $10^{\circ}33'00''$ West, 75.21 feet to a point;
8. North $79^{\circ}27'00''$ East, 1431.12 feet to a point;
9. South $10^{\circ}33'00''$ East, 130.00 feet to a point;
10. North $79^{\circ}27'00''$ East, 77.43 feet to a point;
11. North $10^{\circ}33'00''$ West, 469.43 feet to a point;
12. North $33^{\circ}54'19''$ East, 268.57 feet to the point and place of beginning.

Schedule "A"
(Description of Premises)

Parcel A - 1130 North Westcott Road, Town of Rotterdam, Schenectady County

All that piece or parcel of land situate in the Town of Rotterdam, County of Schenectady and State of New York, lying northwesterly of Westcott Road (a/k/a N. Westcott Road) and southerly of Bernard Street Extension and being more particularly described as follows:

Commencing at a point at the intersection of the northwesterly boundary of Westcott Road with the southwesterly boundary of Bernard Street Extension and running thence along said southwesterly boundary of Bernard Street Extension as generally marked by a chain link fence the following two (2) courses and distances: 1. North $56^{\circ} 05' 34''$ West a distance of 322.02 feet to a point at the most northerly corner of lands conveyed from Rotterdam Ventures, Inc. to the County of Schenectady by deed dated July 17, 1998 and recorded on August 17, 1998 in Book 1541 of Deeds at page 531; and 2. continuing North $56^{\circ} 05' 34''$ West a distance of 30.00 feet to the Point of Beginning and running thence from said point of beginning through the lands of Rotterdam Ventures, Inc. (Book 1654 of Deeds at Page 59) the following (5) courses and distances: 1. South $34^{\circ} 01' 12''$ West a distance of 335.00 feet to a point; 2. North $56^{\circ} 05' 34''$ West a distance of 254.00 feet to a point; 3. South $78^{\circ} 57' 50''$ West a distance of 70.78 feet to a point; 4. North $56^{\circ} 05' 34''$ West a distance of 66.00 feet to a point; 5. North $34^{\circ} 01' 12''$ East a distance of 385.00 feet to a point on the first-mentioned southwesterly boundary of Bernard Street Extension (said point being located South $56^{\circ} 05' 34''$ East a distance of 493.09 feet from a concrete property corner marker found on the southeasterly line of Area 1); thence South $56^{\circ} 05' 34''$ East along said southwesterly boundary a distance of 370.00 feet to the point or place of beginning. Being a portion of Lot 1 and Lot 2 as shown on a map titled "Minor Subdivision of the lands of Rotterdam Industrial Park for the purposes of eliminating acreage and creating two new lots to be known as Lot # 1 and Lot # 2" dated December 6, 1993, and revised January 12, 1994 and recorded at the Office of the Schenectady County Clerk on February 22, 1994 as Map I-327 and I-329.

Together with a non-exclusive easement for ingress and egress from North Westcott Road as referenced in the deed from Rotterdam Ventures, Inc. to The County of Schenectady, New York, dated 7/17/98 and recorded on 8/17/98 in Liber 1541 cp. 531.

Parcel B - North Westcott Road, Town of Rotterdam, Schenectady County

PARCEL ONE

ALL that tract, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the Town of Rotterdam, County of Schenectady, State of New York, bounded and described as follows:

Beginning at a point in the westerly line of East Road at the northeasterly corner of the herein described parcel of land, said point being S $06^{\circ} 22' 23''$ W (687.38) feet from an iron fence post set at an angle point in the U.S. Government Reservation boundary and reputedly located at the point of intersection of the northwesterly line of Westcott Road with the southwesterly line of Roosevelt Avenue; thence running from said point of beginning S $09^{\circ} 30' 29''$ E along the westerly line of said East Road and passing (33.46) feet easterly measured at right angles from the northeasterly corner of Building No. 14 standing on the herein described parcel of land and (33.39) feet easterly measured at right angles from the southeasterly corner of said building (812.00) feet to a point in the southerly line of 19th Street; thence S $80^{\circ} 29' 31''$ W along said 19th Street (1019.54) feet to its point of intersection with the northerly line of South Road; thence N $72^{\circ} 33' 06''$ W along said South Road (47.53) feet to a point; thence in a general northwesterly direction with a curve

to the right tangent to the last mentioned line having a radius of (817.00) feet, a central angle of $63^{\circ} 02' 37''$ an arc length of (898.96) feet and whose chord bears $N41^{\circ} 01' 47.5'' W$ a chord distance of (854.29) feet to a point in the easterly line of West Road; thence $N 09^{\circ} 30' 29'' W$ with a line tangent to the last mentioned curve along said West Road (75.21) feet to a point; thence $N 80^{\circ} 29' 31'' E$ (1431.12) feet to a point; thence $S 09^{\circ} 30' 29'' E$ (13.00) feet to a point; thence $N 80^{\circ} 29' 31'' E$ (77.43) feet to the point of beginning. Containing (26.184) acres of land. Bearings refer to the magnetic meridian of May 1968.

Together with a perpetual easement for joint use with the United States of America, its successors and assigns, of a right-of-way 66 feet in width for ingress and egress, and for the installation of utility lines along East Road from the southerly boundary of the above described property in a northerly direction to its intersection with Westcott Road, thence northerly along Westcott Road to its intersection with Roosevelt Avenue, being more particularly described as follows:

Beginning at an iron fence post set at an angle point in the U.S. Government Reservation boundary and reputedly located at the point of intersection of the northwesterly line of Westcott Road with the southwesterly line of Roosevelt Avenue; thence running from said point of beginning $S 55^{\circ} 03' 26'' E$ along southwesterly line of said Roosevelt Avenue (66.00) feet to a point; thence $S 34^{\circ} 56' 50'' W$ (210.96) feet to a point; thence in a general southerly direction with a curve to the left tangent to the last mentioned line having a radius of (75.00) feet, a central angle of $44^{\circ} 27' 19''$, an arc length of (58.19) feet and whose chord bears $S 12^{\circ} 43' 10.5'' W$ a chord distance of (56.74) feet to a point; thence $S 09^{\circ} 30' 29'' E$ with a line tangent to the last mentioned curve (1223.81) feet to a point; thence $S 80^{\circ} 29' 31'' W$ (66.00) feet to the southeasterly corner of the above described (26.184) acre parcel of land; thence $N 09^{\circ} 30' 29'' W$ along the easterly line of the above described (26.184) acre parcel of land and the continuation thereof (1281.43) feet to a point; thence $N 34^{\circ} 56' 50'' E$ (268.57) feet to the point of beginning. Containing (2.310) acres of land.

PARCEL TWO

ALL that certain piece or parcel of real property hereinafter described as Parcel No. THREE situate, lying and being in the Town of Rotterdam, County of Schenectady and State of New York as shown on the appropriation map referred to in Liber 942 p.417 and described as follows:

Beginning at a point in the westerly line of East Road at the northwesterly corner of the herein described parcel of land, said point being $S 02^{\circ} 50' 21'' W$ 879.63 feet from an iron fence post set at an angle point in the U.S. Government Reservation boundary and reputedly located at the point of intersection of the northwesterly line of Westcott Road with the southwesterly line of Roosevelt Avenue, said point also being $S 09^{\circ} 30' 29'' E$ 198.14 feet measure along the westerly line of said East Road from the northeasterly corner of a parcel of land conveyed by The United States of America to The People of The State of New York by quitclaim deed recorded in the office of the Schenectady County Clerk in Book 913 of Deeds at page 47; thence running from said point of beginning $N 80^{\circ} 29' 31'' E$ 9.03 feet to a point; thence $S 09^{\circ} 30' 29'' E$ 68.17 feet; thence $S 80^{\circ} 29' 31'' W$ 9.03 feet to a point in the aforesaid westerly line of East Road; thence $N 09^{\circ} 30' 29'' W$ along the westerly line of said East Road 68.17 feet to the point of beginning. Containing 0.014 acres of land more or less. All bearings are referred to Magnetic North May, 1968.

ALL OF THE ABOVE DESCRIBED PARCEL B PREMISES BEING MORE MODERNLY BOUNDED AND DESCRIBED AS FOLLOWS:

All those parcels of land situate in the Town of Rotterdam, County of Schenectady, and State of New York, being more particularly bounded and described as follows:

Parcel One:

Search No.: S-72513
Date of Search: June 3, 2019

Beginning at a point in the westerly line of East Road at the northeasterly corner of the herein described parcel of land, said point being S 06° 30' 10" E, 687.38 feet from an iron fence post at an angle point in the Rotterdam Ventures, Inc. boundary, as described in Liber 1388 of deeds at page 109, and reputedly located at the point of intersection of the northwesterly line of Westcott Road; thence running from said point of beginning S 22° 23' 02" E, along the westerly line of said East Road, 812.00 feet to a point in the southerly line of former 19th Street, thence S 67° 36' 58" W, along said southerly line of former 19th Street and along said lands of Rotterdam Ventures, Inc., 1,019.54 feet to a point at its intersection with the northerly line of South Road, thence along said northerly line of South Road the following three (3) courses and distances: 1) N 85° 25' 39" W, 47.53 feet to a point, 2) along a curve to the right having a radius of 817.00 feet, an arc length of 898.96 feet and a chord of N 53° 54' 21" W, a chord distance of 854.29 feet to a point, and 3) N 22° 23' 02" W, 75.21 feet to a point at its intersection with the property division line between the parcel herein described on the south and said lands of Rotterdam Ventures, Inc. on the north; thence along said property division line the following three (3) courses and distances: 1) N 67° 36' 58" E, 1,431.12 feet, 2) S 22° 23' 02" E, 13.00 feet, and 3) N 67° 36' 58" E, 77.43 feet to the point of beginning. Containing 26.18 acres of land, more or less.

Together with a perpetual easement for joint use of a right-of-way 66 feet in width for ingress and egress, and for the installation of utility lines along East Road from the southerly boundary of the above described property in a northerly direction to its intersection with Westcott Road, being more particularly described as follows: Beginning at an iron fence post at an angle point in the Rotterdam Ventures, Inc. boundary, as described in Liber 1388 of deeds at page 109, and reputedly located at the point of intersection of the northwesterly line of Westcott Road; thence running from said point of beginning S 67° 56' 00" E, along the southwesterly line of said Westcott Road, 66.00 feet to a point; thence S 22° 04' 16" W, 210.96 feet to a point; thence along a curve to the left having a radius of 75.00 feet, an arc length of 58.19 feet and a chord of S 00° 09' 19" E, a chord distance of 56.74 feet to a point; thence S 22° 23' 02" E, 1,223.81 feet to a point; thence S 67° 36' 57" W, 66.00 feet to the southeasterly corner of above described Parcel One; thence N 22° 23' 02" W, 1,281.43 feet to a point; thence N 22° 04' 16" E, 268.57 feet to the point of beginning. Containing 2.31 acres of land, more or less.

Parcel Two:

Beginning at a point in the westerly line of East Road at the northwesterly corner of the herein described parcel of land, said point being S 22° 23' 02" E, 198.14 feet from the northeasterly corner of above described Parcel One; thence running from said point of beginning N 67° 36' 55" E, 9.03 feet to a point, thence S 22° 23' 02" E, 68.17 feet; thence S 67° 36' 55" W, 9.03 feet to a point in the aforesaid westerly line of East Road; thence N 22° 23' 02" W, along the westerly line of said East Road, 68.17 feet to the point of beginning. Containing .01 acres of land more or less.

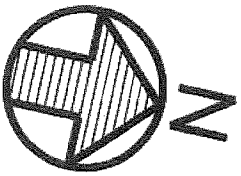
Notes regarding the above descriptions:

The description of Parcel A above corrects the page reference for the appurtenant easement to Liber 1541 cp. 531, which page was incorrectly listed as page 532.

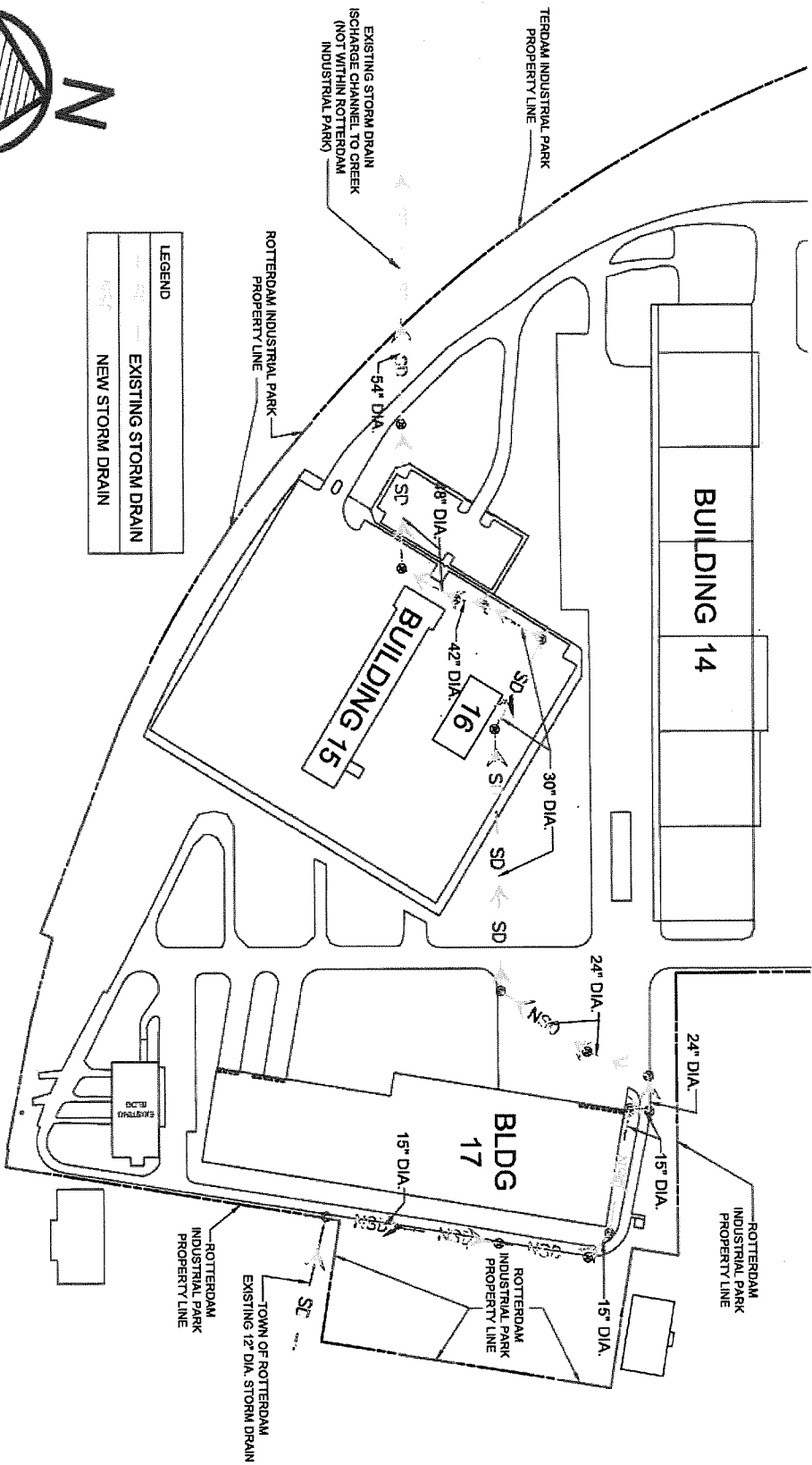
In the above description of Parcel B, the Parcel One appurtenant easement, two references to "the (26.184) acre parcel of land to be conveyed to the parties of the second part" have been changed to "the above described (26.184) acre parcel of land".

The description of Parcel B above corrects the parcel numbering to Parcel One and Parcel Two.

Schedule B



LEGEND	
	EXISTING STORM DRAIN
	NEW STORM DRAIN



STORM WATER DRAINAGE PLAN

SCALE: NTS

4/11/2022 3:31:10 PM

C 101

SHEET NO.

STORM WATER DRAINAGE PLAN
ROTTERDAM INDUSTRIAL PARK
ROTTERDAM, NY 12306

FILE: SCALE: BY: DATE:



GALESI GROUP
ENGINEERING DEPARTMENT

BUILDING # 53 ROTTERDAM INDUSTRIAL PARK
SCHENECTADY, NY 12306
PH: 518.356.9150 FX: 518.356.3690

RESOLUTION NO. 183.22

**TO APPOINT JOEL MILLER AS THE DIRECTOR OF THE TOWN OF
ROTTERDAM'S JAZZ BAND FOR THE 2022 SUMMER CONCERT SERIES**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joel Miller of Niskayuna, NY is hereby appointed to the position of Director of the Town of Rotterdam Jazz Band for the 2022 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed one thousand and 00/100 (\$1,000.00) dollars, commencing May 25, 2022.

SECTION 2. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 5/16/2022

TO: Town Board

FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

SUBJECT OF REQUEST: Appointment of Joel Miller as Town of Rotterdam Jazz Band Director.

TO BE PLACED ON TOWN BOARD AGENDA OF: 5/25/2022

TO BE PLACED ON TOWN BOARD MEETING OF: 5/25/2022

Background Information: Mr. Joel Miller is a certified music educator with 25 years of experience and a Master's degree in music education. He has been teaching band in the Lisha Kill school district since 2012. Mr. Miller also performs with seven different community bands and organizations in his spare time.

Evaluation/Analysis: Mr. Joel Miller will be directing the Town of Rotterdam's Jazz Band during the 2022 season of the Summer Concert Series.

Recommendation(s): Appoint Mr. Joel Miller as the director of the Town of Rotterdam's Jazz Band so that he may direct all jazz band rehearsals as well as two performances for the 2022 Summer Concert Series.

Attachment/Document(s): Attached you will find the invoice for Mr. Joel Miller.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Joel H. Miller

INVOICE

[REDACTED]

[REDACTED]

To:

Ms. Morgan Coryer

Coordinator of Parks & Senior Programs
Town of Rotterdam | Rotterdam Senior Citizens' Center
2639 Hamburg St. Rotterdam, NY 12303

Description: Direction of Summer Jazz Rehearsals and Two Summer Concerts

Amount: \$1000

Total due: \$1000

Please Make all checks payable to Joel H. Miller
Payment is due within 30 days

RESOLUTION NO. 184.22

**TO APPOINT JACOB LABATE AND GIANNA MONTAGNO TO THE POSITION OF
DIRECTOR OF THE ROTTERDAM TOWN BAND**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jacob LaBate of Amsterdam, NY and Gianna Montagno of Albany, NY are hereby appointed to the position of Director of the Rotterdam Town Band for the 2022 Summer Concert Series, with compensation upon completion of services, in the amount not to exceed seven hundred and fifty and 00/100 (\$750.00) dollars, commencing May 25, 2022.

SECTION 2. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022.

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 5/18/2022

TO: Town Board

FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

SUBJECT OF REQUEST: Appointment of Jacob LaBate and Gianna Montagno as directors of the Rotterdam Town Band for the 2022 Summer Concert Series.

TO BE PLACED ON TOWN BOARD AGENDA OF: 5/25/2022

TO BE PLACED ON TOWN BOARD MEETING OF: 5/25/2022

Background Information: Mr. Jacob LaBate graduated from the University of Buffalo with his MEd degree in Music Education and is a certified Teacher of Music Comprehensive K-12. He is currently the band director for the Albany City School District. Ms. Montagno graduated from the College of Saint Rose with her degree in Music Education.

Evaluation/Analysis: Mr. Jacob LaBate and Ms. Gianna Montagno will be directing the Rotterdam Town Band for the 2022 Summer Concert Series.

Recommendation(s): Appoint Mr. Jacob LaBate and Ms. Gianna Montagno as Directors of the Rotterdam Town Band to perform during the town's 2022 Summer Concert Series at the Rotterdam Senior Citizens' Center. They will each be compensated with a fee of \$750, for a total of \$1500.

Attachment/Document(s): Attached you will find the invoices for Mr. LaBate and Ms. Montagno.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

INVOICE

Gianna Montagno
[REDACTED]
[REDACTED]
[REDACTED]

BILL TO

Morgan Coryer
Coordinator of Parks & Senior Programs 2639 Hamburg St.
Rotterdam, NY
12303
(518) 280-3944

INVOICE DATE 05/18/2022

DESCRIPTION

Direction of concert band rehearsals Direction of three concerts

AMOUNT:

\$750.00

TOTAL: \$750.00

Terms & Conditions:

Please make checks payable to Jacob LaBate.
Payment is due within 30 days.

INVOICE

Jacob LaBate

[REDACTED]
[REDACTED]

BILL TO

Morgan Coyer
Coordinator of Parks & Senior Programs
2639 Hamburg St.,
Rotterdam, NY 12303
(518) 280-3944

INVOICE DATE

05/11/2022

DESCRIPTION	AMOUNT
Direction of concert band rehearsals	750.00
Direction of three concerts	
TOTAL	\$750.00

Thank you

TERMS & CONDITIONS

Please make checks payable to Jacob LaBate.
Payment is due within 30 days.

RESOLUTION NO. 185.22

A RESOLUTION TO AUTHORIZE RELEASE OF RETAINAGE

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the Release of Retainage to New Castle Paving, LLC, 1 Madison Street, Suite 100, Troy, NY 12180, in the amount of Forty-one thousand seven hundred ninety-three and 92/100 dollars (\$41,793.92), for the Princetown Road Water Improvements.

SECTION 2. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Mastroianni			
Miller-Herrera			
Dodson			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 12, 2022

TO: Mollie Collins – Town Supervisor

FROM: Charles Dodson – Deputy Supervisor

CC: Marcus Montgomery - Comptroller

TITLE OF REQUEST: Authorize the release of final payment of retainage and close out paper work for Water System Improvements Phase 3-Contract No. 1-Princetown Road Water Improvements.

TOWN BOARD MEETING: May 25, 2022

Background Information: New Castle Paving, LLC is the contractor for the Princetown Road Water Improvements and is requesting release of retainage.

Evaluation/Analysis: Project is substantially complete. Retainage release needs to be authorized by the Town Board in order to issue final payment to the contractor.

Recommendation(s): Authorize the Supervisor and/or the Town Comptroller to execute all documents necessary to release retainage and issue Final Payment #8 to New Castle Paving, LLC. in the amount of \$41,793.92.

Attachment/Document(s): Letter dated May 11, 2022 from KB Group of NY, Inc.
New Castle Paving, LLC Invoice and Voucher.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM

Voucher

1100 Sunrise Boulevard
Rotterdam, NY 12306

DEPARTMENT Capital Project Water System Improvements Phase 3

CLAIMANT'S NAME AND ADDRESS

New Castle Paving
1 Madison Street, Suite 100
Troy, NY 12180

Terms _____
Vendor's _____
Ref. No. _____

VENDOR NO. _____
ABSTRACT NO. _____

DO NOT WRITE IN THIS BOX			
Purchase Order No.	Fund-Appropriation	Amount	
	HO106	\$41,793	92
TOTAL		\$41,793	92

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
5 11 22		Application #8 Project # 01-1705 Period to 10/22/2021			\$41,793	92
			TOTAL	\$41,793.92		
(See instructions on Reverse Side)			CHECK #			

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE _____

SIGNATURE

TITLE

(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the Appropriation indicated above.

DATE _____

AUTHORIZED OFFICIAL

DATE _____

AUDITING BOARD



Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

May 11, 2022

Ms. Tammy Whelan
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

**Re: Town of Rotterdam
Water System Improvements Phase 3
Contract No. 1 – Princetown Road Water Improvements
Our Project No. 01-1705**

Dear Ms. Whelan:

Attached for your review and approval is the final AFP for this project, Application for Payment No. 8 for the above referenced project from New Castle Paving, LLC. They requested payment in the amount of \$41,793.92 for releasing retainage. A deduct change order was approved to account for remaining funds in the contract and doubling billing of stored materials.

Based on our review, we recommend payment in the amount of \$41,793.92, which we have certified and approved on the attached Application and Certificate for Payment.

We have included the following close-out documents in the AFP package:

	DESCRIPTION	#COPIES
1.	New Castle Paving. Contract 1 Closeout Documents: Final Waiver of Lien, Contractor's Affidavit of Release of Liens, Contractor's Affidavit of Payment of Debts & Claims and Consent of Surety	1
2.	Certificate of Substantial Completion - to be signed by Supervisor Collins	1
3.	Fully Executed Change Order No. 2	1



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If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Madhuri Dinakar
Design Engineer

Cc: Mollie Collins, Supervisor
Jack Dodson, Deputy Supervisor
Peter Comenzo, Senior Planner
Lisa Gallo, Town of Rotterdam



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: Town of Rotterdam PROJECT: Town of Rotterdam Phase 3 - Transmission Line Improvements APPLICATION NO: 8 Distribution to: 8

FROM CONTRACTOR: New Castle Paving
1 Madison Street, Suite 100
Troy, NY, 12180

ENGINEER: Prime AE

CONTRACT FOR: Water System Improvements

PERIOD TO: 10/22/21

PROJECT NOS:

CONTRACT DATE: 4/27/20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 1,457,376.00
2. Net change by Change Orders \$ 252,502.39
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,709,878.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,709,878.39

5. RETAINAGE:

- a. 0 % of Completed Work \$ 0.00
(Column D + E on G703)
- b. 5 % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

- (Line 6 from prior Certificate) \$ 1,668,084.47
8. CURRENT PAYMENT DUE \$ 41,793.92

9. BALANCE TO FINISH, INCLUDING RETAINAGE

- (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$351,546.95	
Total approved this Month		\$99,044.56
TOTALS	351,546.95	99,044.56
NET CHANGES by Change Order	252,502.39	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of New York

County of Rensselaer

Subscribed and sworn to before me this 21st day of March 2022

Notary Public: Amy R. Beveino

My Commission expires: 10/19/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$41,793.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Page of

Pages

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.
PERIOD TO:
ARCHITECT'S PROJECT NO.

03/21/22
10/22/21

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE 0%
	Town of Rotterdam - Water System Improvements, Phase 3 Princeton Road Water Improvements									
1.	General Requirements	\$58,000.00	\$58,000.00				\$58,000.00	100%	\$0.00	\$0.00
2.	Environmental Protection & Erosion Control	\$1,500.00	\$1,500.00				\$1,500.00	100%	\$0.00	\$0.00
3.	Maintenance & Protection of Traffic	\$85,000.00	\$85,000.00				\$85,000.00	100%	\$0.00	\$0.00
4.	Dust Control	\$1,000.00	\$1,000.00				\$1,000.00	100%	\$0.00	\$0.00
5.	Survey & Stakeout	\$1,000.00	\$1,000.00				\$1,000.00	100%	\$0.00	\$0.00
6.	Abandon Existing Water Mains (Flowable Fill)	\$50,100.00	\$50,100.00				\$50,100.00	100%	\$0.00	\$0.00
7.	Clearing & Grubbing	\$9,450.00	\$9,450.00				\$9,450.00	100%	\$0.00	\$0.00
8.	Tree Removal (<12")	\$3,000.00					\$0.00	0%	\$3,000.00	\$0.00
9.	Tree Removal (12"-24")	\$13,000.00	\$5,200.00				\$5,200.00	40%	\$7,800.00	\$0.00
10.	Tree Removal (>24"-36")	\$9,500.00	\$3,800.00				\$3,800.00	40%	\$5,700.00	\$0.00
11.	Tree Removal (>36")	\$12,000.00	\$4,000.00				\$4,000.00	33%	\$8,000.00	\$0.00
12.	Tree Replacement Allowance	\$7,000.00	\$7,150.00				\$7,150.00	102%	-\$150.00	\$0.00
13.	Unclassified Trench Excavation	\$45,140.00	\$40,629.00				\$40,629.00	90%	\$4,511.00	\$0.00
14.	Test Pits to Locate Existing Utilities	\$4,000.00	\$7,000.00				\$7,000.00	175%	-\$3,000.00	\$0.00
15.	Foundation Stone	\$2,810.00					\$0.00	0%	\$2,810.00	\$0.00
16.	Pipe Bedding	\$13,440.00	\$13,635.78				\$13,635.78	101%	-\$195.78	\$0.00
17.	Backfill, Native (Install Only)	\$860.00	\$1,915.90				\$1,915.90	223%	-\$1,055.90	\$0.00
18.	Backfill, Imported (Furnish & Install)	\$10,320.00					\$0.00	0%	\$10,320.00	\$0.00
19.	Subbase Course	\$19,305.00	\$27,923.50				\$27,923.50	145%	-\$8,618.50	\$0.00
20.	Hot-Mix Asphalt Pavement Binder	\$5,250.00	\$5,250.00				\$5,250.00	100%	\$0.00	\$0.00
21.	Hot-Mix Asphalt Pavement Top	\$3,250.00	\$3,250.00				\$3,250.00	100%	\$0.00	\$0.00
22.	Pavement Handwork	\$92,000.00	\$92,000.00				\$92,000.00	100%	\$0.00	\$0.00
22A.	Concrete Sidewalk	\$2,500.00	\$500.00				\$500.00	20%	\$2,000.00	\$0.00
23.	Topsoil	\$17,250.00	\$33,405.00				\$33,405.00	194%	-\$16,155.00	\$0.00
24.	Seeding & Mulching	\$1,242.00	\$1,620.00				\$1,620.00	130%	-\$378.00	\$0.00
25.	6" CL52 Ductile Iron Pipe	\$25,200.00	\$15,400.00				\$15,400.00	61%	\$9,800.00	\$0.00
26.	8" CL52 Ductile Iron Pipe	\$17,600.00	\$7,200.00				\$7,200.00	41%	\$10,400.00	\$0.00
27.	20" CL52 Ductile Iron Pipe	\$481,950.00	\$484,449.00				\$484,449.00	101%	-\$2,499.00	\$0.00
28.	Connections to Existing Water System									\$0.00
28A.	Tie into Existing 20" Main on west side (near N Thompson)	\$35,000.00	\$35,000.00				\$35,000.00	100%	\$0.00	\$0.00
28B.	Tie into Existing 20" Main on east side (near 5 corners)	\$35,000.00	\$35,000.00				\$35,000.00	100%	\$0.00	\$0.00
28C.	Tie into Existing 6" Main (at Turnbull Street)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28D.	Tie into Existing 6" Main (at Kelly Street)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28E.	Tie into Existing 8" Main (at Ford Avenue)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28F.	Tie into Existing 6" Main (at Ford Street)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28G.	Tie into Existing 6" Main (at Caroline Avenue)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28H.	Tie into Existing 8" Main (at Myrtle Avenue)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28I.	Tie into Existing 8" Main (at Burnett Street)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
28J.	Tie into Existing 6" Main (at Wellington Avenue)	\$9,000.00	\$9,000.00				\$9,000.00	100%	\$0.00	\$0.00
29.	1" Drilled/Pushed Water Service	\$89,889.00	\$33,465.63				\$60,465.63	67%	\$29,423.37	\$0.00
30.	1" Open Cut Water Service	\$81,920.00	\$61,656.32				\$38,656.32	47%	\$43,263.68	\$0.00
31.	8" Gate Valve & Box	\$15,200.00	\$15,200.00				\$15,200.00	100%	\$0.00	\$0.00
32.	20" Gate Valve & Box	\$90,000.00	\$90,000.00				\$90,000.00	100%	\$0.00	\$0.00
33.	Valve Box Extension	\$1,300.00					\$0.00	0%	\$1,300.00	\$0.00
34.	Fire Hydrants (incl. 6" pipe, valve, & thrust blocking)	\$15,000.00	\$30,000.00				\$30,000.00	200%	-\$15,000.00	\$0.00
35.	Hydrant Extension	\$3,000.00	\$4,500.00				\$4,500.00	150%	-\$1,500.00	\$0.00
36.	Catch Basins (reuse frame & grates)	\$1,400.00					\$0.00	0%	\$1,400.00	\$0.00
37.	Allowance No. 1 - Unforeseen Conditions	\$25,000.00	\$24,923.43				\$24,923.43	100%	\$76.57	\$0.00
	Change Orders	\$351,546.95	\$343,754.83				\$343,754.83	98%	\$7,792.12	\$0.00
	GRAND TOTALS	\$1,808,922.95	\$1,755,878.39				\$1,709,878.39	95%	\$99,044.56	\$0.00

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) the Town of Rotterdam
to furnish labor and materials for (B) Transmission Main Improvements work,
under a contract (C) No. 1 - General Construction
for the improvement of the premises described as (D) 4050 Linear Feet of Transmission Main on
Princetown Road.
In the Town (City-Village) of Rotterdam, County of
Schenectady, State of New York
of which Dale Swartwout Manager
Is the Owner.

NOW, THEREFORE, this 10th day of May, 2022,

for and in consideration of the sum of (E) \$1,808,922.95
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate
seal here)

(F) New Castle Paving, LLC (SEAL)
(Name of sole ownership, corporation or partnership)

(Signature) (SEAL)

TITLE: Manager

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.

Designed By The
Construction Industry Affairs Committee (CIAC)
TOPS 3459
LTHO IN U.S.A.

© COPYRIGHT 1973, TOPS BUSINESS FORMS, CHICAGO, IL



Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: Transmission Main Improvements Contract No. 1	ARCHITECT'S PROJECT NUMBER: 01-1705	OWNER: ☐
TO OWNER: Town of Rotterdam 1100 Sunrise Blvd. Rotterdam, NY 12306	CONTRACT FOR: Princetown Rd Water Improvements	ARCHITECT: ☐
	CONTRACT DATED: April 27, 2020	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF: NEW YORK
COUNTY OF: RENSSELAER

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

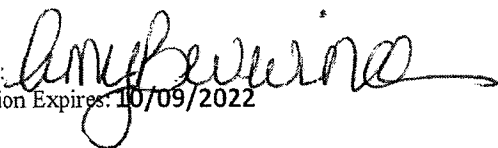
CONTRACTOR: NEW CASTLE PAVING, LLC
1 MADISON STREET, SUITE 100
TROY, NEW YORK 12180

BY:


(Signature of authorized representative)

Dale Swartwout, Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 3/23/22

Notary Public: 
My Commission Expires: 10/09/2022

AMY R. BEVEVINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6381830
Qualified in Rensselaer County
My Commission Expires 10-09-2022

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: Transmission Main Improvements Contract No. 1	ARCHITECT'S PROJECT NUMBER: 01-1705	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: Princetown Rd. Water Imprvmts	CONTRACTOR: ☐
TO OWNER: Town of Rotterdam 1100 Sunrise Blvd. Rotterdam, NY 12306	CONTRACT DATED: April 27, 2020	SURETY: ☐
		OTHER: ☐

STATE OF: NEW YORK
COUNTY OF: RENSSELAER

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

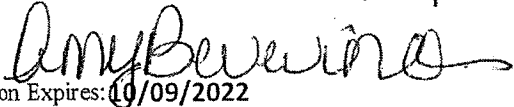
CONTRACTOR: NEW CASTLE PAVING, LLC
1 MADISON STREET, SUITE 100
TROY, NEW YORK 12180

BY:


(Signature of authorized representative)

Dale Swartwout, Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 3/23/22

Notary Public: 

My Commission Expires: 10/09/2022

AMY R. BEVEVINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6381830
Qualified in Rensselaer County
My Commission Expires 10-09-2022

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 107248738

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

TO OWNER:
(Name and address)

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

ARCHITECT'S PROJECT NO.: Project No. 01-1705

CONTRACT FOR: Contract No. 1-General Construction

PROJECT:
(Name and address)

CONTRACT DATED: April 27, 2020

Town of Rotterdam -Water System Improvements; Phase 3-Princeton Road Water Improvements

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

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

, SURETY,

on bond of
(Insert name and address of Contractor)

New Castle Paving, LLC
1 Madison Street
Troy, NY 12180

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 21, 2022
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

GC



Travelers Casualty and Surety Company of America

(Surety)

By:

(Signature of authorized representative)

Nicole Roy

Attorney-in-Fact

(Printed name and title)



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicole Roy of Boston, MA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107248738

OR

Principal: New Castle Paving, LLC

Obligee: Town of Rotterdam

Project Description: Town of Rotterdam -Water System Improvements; Phase 3-Princeton Road Water Improvements; Contract No. 1-General Construction; Project No. 01-1705

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



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

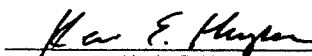
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **21st day of March, 2022**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EJCDC[®]

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
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EJCDC Copyright Administrator
c/o National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

Information regarding the content of the attached EJCDC document and other **EJCDC Design and Construction Related Documents** may be obtained at ejcdc.org or from the following EJCDC sponsoring organizations:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, D.C. 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Mollie Collins, Supervisor, Town of Rotterdam	Owner's Contract No.:	DWSRF - 18446
Contractor:	Dale Swartwout (New Castle Paving, LLC)	Contractor's Project No.:	
Engineer:	Prime AE Group of NY	Engineer's Project No.:	01-1705
Project:	Princetown Road Water Improvements	Contract Name:	Contract No. 1 – General Construction

This ~~[preliminary]~~ [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

December 4, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

All work outlined in the project has been completed 100%.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's
responsibilities:

☒ None
☐ As follows

Amendments to
Contractor's responsibilities:

☒ None
☐ As follows

The following documents are attached to and made a part of this Certificate: ~~[punch list; others]~~

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u>Douglas P Cole</u>	By:	<u>Mollie Collins</u>	By:	<u>SM</u>
	(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	<u>Project Engineer</u>	Title:	<u>Mollie Collins, Supervisor</u>	Title:	<u>Project Manager</u>
Date:	<u>12/7/2020</u>	Date:	<u></u>	Date:	<u>12/8/2020</u>

CHANGE
ORDER 2

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Town of Rotterdam Water System
Phase 3- Princetown Road Water Improvements
Contract No.1 - General Construction
TO CONTRACTOR: New Castle Paving, LLC.
1 Madison Street, Suite 100
Troy, NY 12180
CHANGE ORDER NUMBER: 2
DATE: 2/25/22
ARCHITECT'S PROJECT NO.: 01-1705
CONTRACT DATE: April 27, 2020
CONTRACT FOR: Contract No. 1 - General Construction

The Contract is changed as follows:

An amount of \$99,044.56 (\$53,044.56 from remaining amount in bid items and \$46,000 due to counting services twice in the pay apps) shall be deducted from the original contract value for the remaining amount in the contract after project completion

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed maximum Price~~) was	\$1,457,376.00
Net change by previously authorized Change orders	\$351,546.95
The (Contract Sum) (~~Guaranteed maximum Price~~) prior to this Change order was	\$1,808,922.95
The (Contract Sum) (~~Guaranteed maximum price~~) will be (~~increased~~) (decreased) (~~unchanged~~) by this Change Order in the amount of	\$99,044.56
The new (Contract Sum) (~~Guaranteed maximum Price~~) including this Change order will be	\$1,709,878.39

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by 0 days
The date of Substantial Completion as of the date of this Change Order therefore is December 4, 2020

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

PRIME AE Group of NY
ARCHITECT
100 Great Oaks Blvd Suite 114
Address
Albany, NY 12203

New Castle Paving, LLC.
CONTRACTOR
1 Madison Street, Suite 100
Address
Troy, NY 12180

Town of Rotterdam
OWNER
1100 Sunrise Blvd.
Address
Rotterdam, NY 12306

BY Douglas P. Cole
(Signature)
BY Douglas P. Cole, P.E.
(Typed Name)
DATE 2/25/2022

BY SM
(Signature)
BY Sarah Killeen
(Typed Name)
DATE 3/19/2022

BY Mollie A. Collins
(Signature)
BY Mollie Collins
(Typed Name)
DATE 4/25/2022

RESOLUTION NO. 186.22

**TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE A
SETTLEMENT AGREEMENT AND RELEASE IN
HARWOOD v. TOWN OF ROTTERDAM**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the Supervisor to negotiate and execute a Settlement Agreement and Release in Harwood v. Town of Rotterdam et ano, Civil Case No. 1:21-cv364 (DNH/CFH) (N.D.N.Y) in an amount not to exceed \$35,000.00.

SECTION 2. This resolution shall become effective May 25, 2022

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

WILLIAM HARWOOD,

Plaintiff,

-against-

**SETTLEMENT AGREEMENT AND
RELEASE**
Civil Case No.: 1:21-cv-364 DNH/CFH

THE TOWN OF ROTTERDAM and
ROTTERDAM POLICE DEPARTMENT,

Defendants.

WHEREAS, Plaintiff, William Harwood ("Plaintiff"), and the Defendants, The Town of Rotterdam and Rotterdam Police Department, wish to resolve all issues encompassed in the lawsuit commenced in the United States District Court for Northern District of New York bearing the above-entitled caption and case number 1:21-cv-364, and

WHEREAS, the parties have engaged in negotiation and mediation and have reached an agreement regarding a settlement of the issues involved in this lawsuit, and

IT IS HEREBY AGREED, that Plaintiff, for and in consideration of the gross sum of Thirty Thousand Dollars (\$35,000.00) inclusive of all attorney fees that might be awarded (the distribution of which is described in a following paragraph), lawful money of the United States, to Plaintiff, in hand, paid by and/or on behalf of the Defendants, the release of which is hereby acknowledged, has remised, released and forever discharged and by these presents does for himself and his heirs, executors, administrators, and lien holders, remise, release and forever discharge the Defendants, their heirs, executors, administrators, elected officials, officers, officials, agents, servants, employees, indemnitees, predecessors, successors, board members, appointees, assigns, and

insurance carriers, and all respective entities, subsidiaries, and departments thereof, from any and all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, bonds, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, liens and demands whatsoever, in law or in equity, which against the said Defendants, their heirs, executors, administrators, elected officials, officers, officials, agents, servants, employees, indemnitees, predecessors, successors, board members, appointees, assigns, and insurance carriers, and all respective entities, subsidiaries, and departments thereof, the Plaintiff ever had or which his heirs, executors, or administrators hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of execution of this Settlement Agreement, and

IT IS FURTHER AGREED, that this Settlement Agreement and Release is applicable to any and all claims for damages, including pain and suffering, personal injuries, physical injuries, psychological injuries, economic damages, any and all types of financial loss, and all claims articulated and implied in Plaintiff's Summons and Complaint, filed March 30, 2021 which Plaintiff may have had against Defendants, their heirs, executors, administrators, elected officials, officers, officials, agents, servants, employees, indemnitees, predecessors, successors, board members, appointees, assigns, and insurance carriers, and all respective entities, and subsidiaries, and

IT IS FURTHER AGREED, that for in consideration of the above payment, and as a condition of this Settlement Agreement and Release, the undersigned agree, represent, covenant and warrant that the settlement proceeds will be paid by checks in the amount of \$12,000 payable to the

Jafri Law Firm, as attorneys, and \$ 23,000 payable to William Harwood.

1. Both counsel for Plaintiff, Jafri Law Firm, and Plaintiff will provide the Defendants with a W-9 form. No monies shall be disbursed until all W-9 forms are delivered to counsel for the Defendants, and all other conditions set forth herein have been complied with.

2. That the undersigned fully understands that the action involves arguable and disputed questions of fact and law, that the liability of the Defendants and administrators, as well as current and former elected officials, officers, officials, agents, servants, employees, indemnitees, predecessors, successors, board members, appointees, assigns, and insurance carriers, and all respective entities, subsidiaries, and departments thereof, is disputed, and that the payment provided herein is not to be construed as an admission of liability, which is expressly denied, and that this Settlement Agreement and Release arises solely from a compromise.

3. This is a full and final Settlement Agreement and Release applying to all known, unknown and unanticipated injuries or damages, including any and all claims now existing or which may arise in the future, arising out of said matter or event complained of, as well as those not known or disclosed, and based on acts, omissions or occurrences taking place prior to and up until the date of execution of this Settlement Agreement. Plaintiff expressly waives any right or claim of right to assert hereafter that any claim, demand, obligation and/or cause of action that has, through ignorance, oversight or error, been omitted from the terms of this Settlement Agreement and Release, and further expressly waives any right or claim of right that he may have under the law of any jurisdiction under which releases, such as those herein given, do not apply to unknown or unstated claims. It is the express intent of the Plaintiff to waive any and all claims he has against persons and entities herein released, including any which are presently unknown, unsuspected,

unanticipated or undisclosed from the beginning of the world to the date of execution of this Settlement Agreement.

4. The Plaintiff has not assigned or transferred or purported to assign or transfer to any person not a party hereto, any matter released or covered by this agreement.

(a) Statements made in response to inquiry by a government agency, Court order or other lawful process to the extent necessary to comply with the parties' obligations to such entity;

(b) Statements by Plaintiff about emotional distress as a general matter. With respect to this subparagraph (b), Plaintiff agrees not to specifically name or identify Defendants, or any of its current or former employees, in the context of any general statements about his emotional distress; and

(c) Notwithstanding the foregoing, republication or reproduction by Plaintiff or Plaintiff's attorney of documents or reports shall not constitute a breach of this Settlement Agreement and Release, so long as such documents or reports are not based on any breach of this Settlement Agreement and Release by Plaintiff or Plaintiff's attorney, and the source of such documents or reports are not the Plaintiff or Plaintiff's attorney.

5. This Settlement Agreement and Release shall be governed by the laws of the State of New York without regard to its conflict of law provisions. In the event of any breach of any provision of this Settlement Agreement and Release, either party may institute an action specifically to enforce any term or terms of this Settlement Agreement and Release.

6. Should any provision of this Settlement Agreement and Release be declared illegal or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable,

excluding the General Release language, such provision shall immediately become null and void, leaving the remainder of this Settlement Agreement and Release in full force and effect.

7. This Settlement Agreement and Release contains the entire agreement between the parties and supersedes any and all prior oral or written statements or agreements and understandings of any kind. No representation, warranty, condition, understanding or agreement of any kind, with respect to the subject matter hereof, shall be relied upon by the parties unless incorporated herein. This Settlement Agreement and Release may not be amended or modified except by agreement in writing, signed by the parties to this agreement. The terms of this Settlement Agreement and Release are contractual and not a mere recital.

8. As used in this Settlement Agreement and Release, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the other whenever the contents so indicate.

9. The undersigned has not assigned or transferred or purported to assign or transfer to any person not a party hereto, any matter released by this agreement. The undersigned will indemnify and hold harmless the parties herein released from any loss, claim, expense, demand, or cause of action of any kind or character asserted by any stranger hereto of a claim or claims connected with the subject matter of this release, including liens by any entity who has or will furnish medical services, or medical, disability, rehabilitation, or unemployment benefits, including, but not limited to Social Security Disability, workers' compensation, Medicare, Medicaid payments made to or on behalf of Plaintiff, and from any loss incurred directly or indirectly by reason of the falsity or inaccuracy of any representation herein by the undersigned. The undersigned is responsible for any and all liens, subrogation interests, or claims for

reimbursement of any kind and in any amount.

10. Plaintiff acknowledges that he has not relied on any statements or representations from Defendants, their attorneys or their insurers with respect to the tax treatment of the settlement payment, and that Plaintiff is solely responsible for the tax consequences of such payment and is obligated to make payment of taxes which are determined to be owed (including penalties and interest relating thereto) by any taxing. Plaintiff agrees that he will indemnify and hold harmless Defendants, their heirs, executors, administrators, elected officials, officers, officials, agents, servants, employees, indemnitees, predecessors, successors, board members, appointees, assigns, and insurance carriers, and all respective entities, subsidiaries, and departments thereof, from any and all tax liability incurred by reason of the amount paid to Plaintiff.

11. Liens and/or third-party claims, known or unknown, will be satisfied by Plaintiff out of the settlement proceeds and Plaintiff will defend, indemnify and hold harmless the Defendants and their insurers harmless for any and all such liens and/or third-party claims.

12. Settlement proceeds in this matter shall be paid within forty-five (45) days of the ratification of the terms of this settlement, provided that all other documents identified in this Settlement Agreement and Release have been fully executed and delivered.

13. Counsel for Plaintiff shall provide counsel for Defendants with an executed Stipulation of Dismissal, with prejudice, and on the merits, when tendering the executed Settlement Agreement and Release. Said Stipulation of Dismissal shall be held in escrow by counsel for Defendants until the settlement proceeds can be forwarded to counsel for Plaintiff as per this Settlement Agreement and Release.

14. It is agreed that the United States District Court for the Northern District of New

York shall retain jurisdiction of this matter to enforce the terms of this Settlement Agreement and Release.

15. Plaintiff and his attorney shall provide Defendants with any and all tax forms or documents necessary to effectuate the terms of this settlement.

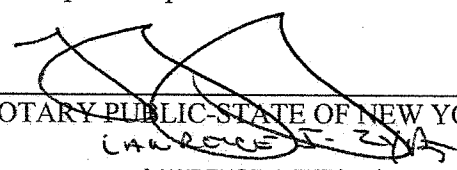
The undersigned declare that the meaning of this Settlement Agreement and Release has been explained to each of the undersigned by their attorneys and they fully understand and appreciate the meaning thereof and have executed the same of their own free will and accord.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20 day of April, 2021. ^{2/11}


WILLIAM HARWOOD

STATE OF NEW YORK)
COUNTY OF Schenectady) SS.:

On this 20th day of April, 2021, ^{2/11} before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM HARWOOD, 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 upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC-STATE OF NEW YORK

LAWRENCE J. ZYRA
Notary Public, State of New York
No. 02ZY4849395
Qualified in Schenectady County
Commission Expires April 3, 2024

4-3-24

IN WITNESS WHEREOF, I have hereunto set my hand and seal the ____ day of _____, 2021.

THE TOWN OF ROTTERDAM

By: _____

(Please print name and title below signature)

STATE OF NEW YORK)

COUNTY OF) SS.:

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the _____ (title) for the TOWN OF ROTTERDAM, 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 upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC-STATE OF NEW YORK

RESOLUTION NO. 187.22

A RESOLUTION 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 May 11, 2022, Town Board meeting as attached.

SECTION 2. This resolution shall become effective May 25, 2022.

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Mastroianni			
Miller-Herrera			
Dodson			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **May 16, 2022**

TO: **Mollie A. Collins, Supervisor**

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **May 11, 2022, Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **May 25, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **May 25, 2022**

Background Information: Attached. To adopt the meeting minutes from the **May 11, 2022, Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **May 25, 2022.**

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

May 11, 2022

Certified Resolutions: #159.22-#175.22 for the year 2022 were duly adopted at the Town Board Meeting held at Rotterdam Junction Fire Department, 1215 Main Street Rotterdam Junction, NY 12150, that was held Wednesday, May 11, 2022. The Town Board Agenda review started at approximately 6:33 p.m. The agenda review was adjourned at approximately 6:38 p.m. All agreed to adjourn the agenda review meeting. The Town Board meeting began at approximately 7:01pm and continued with the informational meeting to inform residents about the process of water withdrawal modification including but not limited to water leak detection, water conservation and water metering. A motion was made at approximately 9:24 p.m. by councilmember Christou to adjourn the Town Board Meeting and seconded by councilmember Dodson. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via conference call. Members of the public may listen to the board meeting by dialing 1 (929) 205-6099, then enter the conference ID NO. 867 0373 0307, followed by the pound symbol. Video of the town board meeting will be posted on the Town of Rotterdam website (www.rotterdamny.org) the following Friday after the meeting.

MEETING OF THE
ROTTERDAM TOWN BOARD
May 11, 2022
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

- Rotterdam Challengers

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

RESOLUTIONS

- 159.22** To appoint Marcus Montgomery to the position of Comptroller for the Town of Rotterdam.
- 160.22** To appoint Jeffrey R. Briere as Building Inspector.
- 161.22** To amend Resolution No. 21.22 of the year 2022: Appoint Paul Sebesta as Deputy Comptroller Part Time.
- 162.22** To amend Resolution No. 345.20 adopting employee benefit package for elected and appointed officials.
- 163.22** To approve budget transfers to the 2022 budget.
- 164.22** To approve budget transfers from the Highway Department for gas and diesel.
- 165.22** To enter into an agreement for Town Highway paving.
- 166.22** To authorize an agreement with Fiscal Advisors and Marketing Inc.
- 167.22** To create fund line H127 for Via Port expenditures.
- 168.22** Surplus property from the NYS Office of General Services.
- 169.22** Second amendment to Sartoli and Rome Avenue drainage improvements.
- 170.22** SEQRA Project Determination of Non-Significance for the Rotterdam 6th Well Project.
- 171.22** To authorize agreement with Mohawk Valley Society Local 85-133 for live music.
- 172.22** To accept revenue from Town Clerks office for the month of April.
- 173.22** Accept Town Board meeting minutes from April 27, 2022.
- 174.22** Authorize purchase of Chlorine Gas.
- 175.22** Confirmation/Ratification/Re-Adoption of Bond Resolutions

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 159.22

**TO APPOINT MARCUS MONTGOMERY TO THE POSITION OF COMPTROLLER
FOR THE TOWN OF ROTTERDAM**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Marcus Montgomery of Schenectady New York is hereby appointed to the position of Comptroller, for the Town of Rotterdam, full time, provisionary, with full time employee benefits, at an annual salary of seventy-seven thousand and 00/100 (\$77,000.00) dollars, commencing May 11, 2022.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 160.22

TO APPOINT JEFFREY R. BRIERE TO THE POSITION OF BUILDING INSPECTOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jeffrey R. Briere of Schenectady New York is hereby appointed to the position of Building Inspector, for the Town of Rotterdam, full time, provisional, with full time employee benefits, at an annual salary of sixty-two thousand four hundred ninety and 96/100 (\$62,490.96) dollars, commencing May 11, 2022.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 161.22

**TO AMEND RESOLUTION NO 21.22 OF THE YEAR 2022
APPOINT PAUL SEBESTA DEPUTY COMPTROLLER PART TIME**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 21.22, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2022 as follows:

ADA Compliance Officer/Safety Officer

James Keith Annual Stipend \$ 3,000

Grant Coordinator

Peter Comenzo Annual Stipend \$ 3,500

Clerk- Part Time

Donna Larsen Hourly Rate \$ 19.50

Traffic Liaison

VACANT

School Traffic Officer

Floyd Rorick Hourly Rate \$ 15.00
(Maximum of 4 hours daily)

COVID Compliance

Megan Griffin Annual Stipend \$2,500

Administrative Records Specialist – Part Time

Lynn Fiorillo Hourly Rate \$19.50

Paul Sebesta

Assistant Director to Public Works

Annual Stipend \$3,500

Megan Griffin

Annual Stipend \$2,000

Phyllis Horvath

Hourly Rate \$19.00

Ryan Coulter

Annual Stipend \$3,500

Mary Barrie

Hourly Rate \$25.00

Carol Connelly

Hourly Rate \$35.00

(Not to exceed 12 hours per week)

Ian Bonthron

Hourly Rate \$35.00

Clark Collins

Hourly Rate \$35.00

Lloyd Denny

Hourly Rate \$40.00

(2 days per week, 23 weeks maximum)

May 11, 2022

SECTION 3. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted

RESOLUTION NO. 162.22

**TO AMEND RESOLUTION 345.20 ADOPTING EMPLOYEE BENEFITS PACKAGE
FOR ELECTED AND APPOINTED OFFICIALS**

WHEREAS, the Town Board of the Town of Rotterdam has determined that certain elected and appointed officials provide valuable service to the Town; and

WHEREAS, the Town of Rotterdam needs to clarify the intent of the Town with regard to the benefits provided to certain elected and appointed positions;

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 approves the extension of benefits as they relate to contracts from January 1, 2016, as in effect and all subsequent contractual agreements, to the following elected and full appointed positions of Town Comptroller, Town Justice, Highway Superintendent, Town Clerk, Receiver of Taxes, Deputy Town Clerk, Deputy Receiver of Taxes, Director of Finance, and Assessor.

SECTION 2. The Town Board of the Town of Rotterdam hereby affords, at a minimum, the benefits contained in the Memorandum of Agreement dated December 5, 2016 through December 31, 2020, as in effect and all subsequent contractual agreements negotiated between the Town of Rotterdam and the Town of Rotterdam Unit of the Civil Service Employees Association Inc., to all elected and full-time positions contained in Section 1 above.

SECTION 3. The only exceptions to Section 2 above shall be the following: The salaries of the forementioned appointed employees shall be established by the Town Board.

Any appointed employee who shall leave their position as an appointed exempt employee after the effective date of this resolution to accept a position as an employee of the Town of Rotterdam whereby they would become eligible for benefits under the existing CSEA contract, shall have the right to carry over all accumulated sick leave, personal and vacation time which may have been earned while in their previous position as an appointed employee.

Any appointed employee who shall assume a position as an elected official of the Town of Rotterdam shall be compensated for all accumulated vacation time upon the effective date of their elected position.

The Supervisor of the Town of Rotterdam, subject to state law and the approval of the Town Board of the Town of Rotterdam, shall establish the workweek and hours of employment for all appointed employees.

The individuals holding the appointed and elected positions as listed in Section 1 above shall not be entitled to earn overtime pay or to accumulate compensation time as part of their employee benefits.

SECTION 4. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 163.22

TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2022 are hereby audited and approved:

General Fund

		From	To
A1010 4300	Town Board - Conferences		300.00
A1010 4330	Town Board - Ethics Board		3,000.00
A1220			
130003	Supervisor - Prof. Staff Asst.	35,327.45	
A1220			
132003	Supervisor - Social Media Admin.		500.00
4850			
A1220	Supervisor - Consultant		12,000.00
A1315			
130004	Comptroller - Sr. Payroll Audit Clerk		20,000.00
A1315 4300	Comptroller - Conferences/Training		700.00
A90900	Unappropriated Fund Balance	55,149.00	
A3120 2010	Police - Patrol Vehicles		55,149.00
A9030			
800003	Social Security / Medicare	1,172.55	
		91,649.00	91,649.00

Buildings

<i>From: A1620 4900 Building Repairs</i>	<i>Amount \$1,341.50</i>
<i>To: A1620 4601 Preventative Maint. & Supply</i>	<i>Amount \$1,341.50</i>

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

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At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 164.22

TO APPROVE BUDGET TRANSFERS OF THE 2022 BUDGET

THEREFORE, UPON MOTION of Councilmember **DOSDON**, seconded by Councilmember **CHRSITOU**,

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 **GAS** transfers to the various accounts for 2022 are hereby audited and approved:

GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A-1355.4302 Assessor	A 5132.4304	\$ 42.68
A-1620.4302 Buildings	"	
A-3120.4302 Police	"	22,895.74
A-3310.4302 Traffic	"	545.31
A-3410.4302 Fire Dist. & Ambul	"	3,904.55
A-3510.4302 Control of Dogs	"	
A-3620.4302 DPW Gasoline	"	598.52
A-7110.4302 Parks	"	2,055.29
A-8189.4302 Landfill	"	
A-6772-4302 Sr.Center	"	

HIGHWAY FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
DA-5140.4304 Unleaded Gas for Trucks	A 5132.4304	\$ 1,793.14
DA-5142.4304 Unleaded Gas for Trucks	"	3,625.39

SEWER DISTRICT NO. 2 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SS2-8120.4302 Gasoline	A 5132.4304	\$ 1,530.25

WATER DISTRICT NO. 5 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SW5-8340.4302 Gasoline	A 5132.4304	\$ 1,908.29

SECTION 2. . 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 **DIESEL** transfers to the various accounts for 2022 are hereby audited and approved:

GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
	DA 5148. 4304	
A-3410.4302 Fire Dist. & Ambul"		\$1,514.76
A-8160.4162 Compost	"	
A-7110.4302 Parks		
A-8189.4302 Landfill	"	2,069.55

HIGHWAY FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
DA-5142.4304 Diesel for Trucks	DA 5148.4304	\$5,824.55
DA-5140.4304 Diesel for Trucks	"	21,119.70

SEWER DISTRICT NO. 2 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SS2-8120.4302 Gasoline	DA 5148.4304	\$ 525.95

WATER DISTRICT NO. 5 O & M

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
SW5-8340.4302 Gasoline	DA 5148.4304	\$ 433.00

SECTION 3. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 165.22

**TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW SECTION 284
FOR TOWN HIGHWAY PAVING FOR 2022**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby passes this resolution authorizing an agreement between the town board and the highway superintendent to establish a paving plan for 2022 and to allow payment for Town of Rotterdam paving 2022 fiscal year, in accordance with the competitive bidding requirement of the New York State General Municipal Law, in an amount not to exceed \$434,987.47 for phase one of the roadway paving for the year 2022, leaving a balance of \$609,253.69 for phase two roadway paving for the year 2022 to be determined at a later date.

SECTION 2. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 166.22

AUTHORIZE THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH FISCAL ADVISORS AND MARKETING INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to execute an agreement with the Fiscal Advisors and Marketing Inc. of 250 S. Clinton Street STE 502 Syracuse New York 13202, in accordance with the agreement attached to assist with the development of an official statement on all other aspects of coordinating a serial bond sale.

SECTION 2. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 167.22

TO CREATE FUND LINE H127 FOR VIA PORT EXPENDITURES

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 establish Capital Project H127 (Via Port Relocation) to allow for the proper recording of all associated revenues and expenditures.

SECTION 2. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 168.22

SURPLUS PROPERTY FROM THE NYS OFFICE OF GENERAL SERVICES

WHEREAS, The Town of Rotterdam was contacted by the NYS Office of General Services (“OGS”) regarding the proposed transfer by OGS to the Town of Rotterdam of surplus property known as Tax Parcel #12.00-4-21.1 located both the east and west side of Leggerio Lane in Rotterdam Junction;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS

SECTION 1. The Town Board hereby expresses its support for the Town’s acquisition of the subject property from OGS and authorizes the Town Supervisor to coordinate with OGS and to pursue consummation of the proposed transaction, subject to further Town Board approval.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk’s office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 169.22

**AUTHORIZE THE SUPERVISOR TO EXECUTE A SECOND AMENDMENT TO AN
ENGINEERING CONSULTANT AGREEMENT**

WHEREAS, the Town Board of the Town of Rotterdam is a party to an existing agreement(Resolutions 196.19 & 77.20) with Greenman-Pedersen Inc.(GPI), for professional engineering services relating to water service/drainage improvements on Sartoli Avenue and Rome Avenue; and

WHEREAS, engineering consultant requests an amendment to the engineering agreement to perform additional scope of services for: Permitting and approvals; Final design; Contract documents; Advertisement; Bid opening and award; Construction support services; and Construction inspection services; NOW

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU**, 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 the second amendment to the engineering consultant Greenman-Pedersen Inc.(GPI) agreement for a total fee not to exceed two-hundred thirty-nine thousand five hundred and sixteen and 00/100 (\$239,516.00), for the Sartoli Avenue and Rome Avenue Drainage Improvements.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 170.22

A RESOLUTION IN CONNECTION WITH THE TOWN OF ROTTERDAM 6TH WELL WATER SYSTEM IMPROVEMENTS PROJECT DETERMINATION OF NON-SIGNIFICANCE PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) REGULATIONS 6NYCRR PART 617

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam has determined that a need exists to install a 6th water well.

SECTION 2. The Town of Rotterdam is in the planning stages for the 6th Well Water System Improvements Project.

SECTION 3. The Town of Rotterdam is seeking funding opportunities with various agencies for this project.

SECTION 4. As part of the approval process, the Town of Rotterdam Town Board must comply with regulations required under the State Environmental Quality Review Act (SEQRA).

SECTION 5. The public comment period has expired and no substantive comments remain to be addressed.

SECTION 6. The Supervisor of the Town of Rotterdam, acting as responsible officer of the Town of Rotterdam Town Board is hereby authorized to make a negative declaration and to complete and sign the Determination of Significance of the Full Environmental Assessment Form indicating that the project will not have a significant effect on the environment.

SECTION 7. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with NYCRR Part 617 (State Environmental Quality Review).

SECTION 8. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 171.22

**TO AUTHORIZE AN AGREEMENT WITH MOHAWK VALLEY SOCIETY
LOCAL 85-133 FOR LIVE MUSIC**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. To authorize the Supervisor to execute a contract with Mohawk Valley Society for Live Music Local 85-133, 32 Paul Street, East Greenbush, New York 12061, in the amount of six thousand and 00/100 dollars (\$6,000.00) to provide music for the 2022 Summer Concert Series held at the Rotterdam Senior Center, 2639 Hamburg Street, Schenectady, New York 12303 on Tuesday evenings, beginning June 7, 2022 and ending August 16, 2022.

SECTION 2. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 172.22

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR APRIL 2022

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

Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of April 2022, has been placed on file and the town clerk's check in the amount of five thousand ten dollars and 93/100 (\$5,010.93) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 173.22

A RESOLUTION ACCEPTING TOWN BOARD MEETING MINUTES

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 adopts the minutes of the April 27, 2022, Town Board meeting as attached.

SECTION 2. This resolution shall become effective May 11, 2022.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 174.22

TO AUTHORIZE PURCHASE OF CHLORINE GAS

WHEREAS, by Resolution No 84.22, the Town Board authorized the publication of a Bid Notice seeking bids for the Town of Rotterdam's purchase of Chlorine Gas; and

WHEREAS, on March 14, 2022, the only bid received in response to the Bid Notice was opened; and

WHEREAS, JCI Jones Chemical, Inc. (Sarasota, Florida) was the sole bidder and submitted a bid for chlorine gas at a price of \$300.00 per 150-pound cylinder, with a notation thereon that the price is subject to change upon written notice; and

WHEREAS, by Resolution No. 140.22, the Town Board accepted and awarded a bid for the purchase of chlorine gas for the Town of Rotterdam to JCI Jones Chemical in an amount not to exceed \$300.00 per 150-pound cylinder; and

WHEREAS, the Town of Rotterdam has received notification from JCI Jones Chemicals that due to producer supply and demand constraints, the price of chlorine gas increased to \$310.00 per 150-pound cylinder; and

WHEREAS, chlorine gas is necessary to treating the water supplied to Town residents and the Town of Rotterdam must acquire sufficient supplies of chlorine gas; and

WHEREAS, given the tight supply and demand constraints in the chlorine gas industry, the changes in available suppliers such that JCI Jones Chemical is the sole supplier of chlorine gas available to the Town of Rotterdam, and the frequent changes in price arising from unprecedented market forces outside the Town's control, the Town Board hereby finds it necessary and appropriate to recognize an emergency relating to the purchase of chlorine gas and that JCI Jones Chemical is currently the sole source thereof, and to authorize the purchase of chlorine gas at the market price, but not to exceed \$350.00 per 150 pound cylinder, and finds that based on the foregoing, the purchase of chlorine gas as authorized by this Resolution is consistent with applicable legal requirements, including under General Municipal Law § 103;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the purchase of Chlorine Gas from JCI Jones Chemical Inc., 1765 Ringley Boulevard, Sarasota, Florida 34236, in an amount not to exceed \$350.00 per 150-pound cylinder.

SECTION 2. The Town Board hereby authorizes the Town Supervisor or her designee to execute such documents and instruments as may be necessary to effectuate this Resolution.

SECTION 3. This resolution shall become effective May 11, 2022

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



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 Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, May 11, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 175.22

**CONFIRMATION/RATIFICATION/RE-ADOPTION RESOLUTION
BOND RESOLUTIONS**

A meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York was convened in public session at the John F. Kirvin Government Center, 1100 Sunrise Boulevard located in the Town of Rotterdam, New York on Wednesday, May 11, 2022 at 7:00 o'clock p.m., local time.

The meeting was called to order by the Town Supervisor and, upon roll being called, the following members were:

PRESENT:

Mollie A. Collins	Town Supervisor
Jack Dodson	Deputy Supervisor
Evan Christou	Councilmember
Joseph C. Mastroianni	Councilmember
Samantha Miller-Herrera	Councilmember

ABSENT:

The following persons were ALSO PRESENT:

Diane M. Marco	Town Clerk
Jonathan Tingley, Esq.	Town Attorney

The following resolution was offered by **DODSON**, seconded by **CHRISTOU**, to wit;

RESOLUTION CONFIRMING, RATIFYING AND RE-ADOPTING CERTAIN BOND RESOLUTIONS OF THE TOWN OF ROTTERDAM RELATING TO CERTAIN CAPITAL PROJECTS TO BE UNDERTAKEN AND FINANCED BY THE TOWN.

WHEREAS, at a meeting of the Town Board of the Town of Rotterdam, Schenectady County, New York (the "Town") held on April 27, 2022, the Town Board adopted the following bond resolutions (collectively, the "Bond Resolutions"):

RESOLUTION 149.22. A RESOLUTION AUTHORIZING THE ACQUISITION OF ONE (1) PICK UP TRUCK IN THE TOWN OF ROTTERDAM, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND

DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

RESOLUTION 150.22 A RESOLUTION AUTHORIZING THE UNDERTAKING OF VARIOUS HIGHWAY AND STREET RECONSTRUCTION AND PAVING PROJECTS IN THE TOWN OF ROTTERDAM, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

RESOLUTION 151.22 A RESOLUTION AUTHORIZING THE CONSTRUCTION, RECONSTRUCTION, RENOVATION AND INSTALLATION OF SAFETY IMPROVEMENTS ON ROUTE 5S IN THE TOWN OF ROTTERDAM, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$551,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

RESOLUTION 152.22 A RESOLUTION AUTHORIZING THE CONSTRUCTION OF A SALT SHED IN THE TOWN OF ROTTERDAM, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,433,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

RESOLUTION 153.22 A RESOLUTION AUTHORIZING THE CONSTRUCTION, RECONSTRUCTION, RENOVATION AND INSTALLATION OF IMPROVEMENTS TO STORM SEWER SYSTEMS ALONG SARTOLI AVENUE AND KINGS ROAD IN THE TOWN OF ROTTERDAM, AUTHORIZING THE ISSUANCE OF SERIAL BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$900,000 OF THE TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NEW YORK, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR, and

WHEREAS, the Town Board desires to confirm and ratify the Bond Resolutions by re-adopting the Bond Resolutions at this meeting of the Town Board,

BE IT RESOLVED, by the Town Board the Town (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

Section 1. The Town Board hereby approves and re-adopts each of the Bond Resolutions described in Schedule A attached, such approval and re-adoption to be accomplished by this single resolution, and such approval and re-adoption to be equivalent to the Town Board separately approving and re-adopting each of the Bond Resolution by separate resolution and action of the Town Board.

Section 2. This Resolution shall take effect immediately.

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

Mollie A. Collins	VOTING Yes
Jack Dodson	VOTING Yes
Evan Christou	VOTING Yes
Joseph C. Mastroianni	VOTING Yes
Samantha Miller-Herrera	VOTING Yes

The foregoing Resolution was thereupon declared duly adopted.

DATED: May 11, 2022

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 May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 11, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 188.22

**TO AUTHORIZE PROFESSIONAL ENGINEERING SERVICES FOR A TRUNK
SEWER SURVEY**

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 KB Group of NY Inc., dba PRIME AE Group of NY(PRIME AE) , 100 Great Oaks Blvd, suite 114 Albany New York 12203 for professional engineering services regarding a survey of the sanitary trunk sewer main between Granville and Summer Streets, for a lump sum amount not to exceed \$9,500.00 to be billed monthly on a percentage complete basis;

SECTION 2. This resolution shall become effective May 25, 2022

DATED: May 25, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: May 25, 2022

TO: Mollie Collins – Town Supervisor

FROM: C. Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize professional engineering services for a Trunk Sewer Survey between Granville and Summer Streets.

TOWN BOARD MEETING: May 25, 2022

Background Information: The sewer line between Granville and Summer Streets is blocked with sludge, oil/grease, debris and roots that is impeding the flow of the sewer line.

Evaluation/Analysis: KB Group of NY Inc, PRIME AE has submitted a proposal to provide Professional Engineering Services for the trunk sewer survey between Granville and Summer Streets.

Recommendation(s): Authorize the Supervisor to enter into agreement with KB Group of NY, Inc., PRIME AE for an amount not to exceed \$9,500.00

Attachment/Document(s): KB Group of NY, Inc., PRIME AE proposal dated May 20, 2022 & Barton and Loguidice Trunk Sewer CCTV Inspection Findings.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203
P: 518.382.1774

May 20, 2022

Charles Jack Dodson
Deputy Supervisor
Town of Rotterdam
1100 Sunrise Blvd., Town Hall
Rotterdam, NY 12306

Re: **Town of Rotterdam**
Trunk Sewer Survey
Proposal for Engineering Services

Dear Mr. Dodson:

KB Group of NY, Inc. dba PRIME AE Group of NY (PRIME AE) is pleased to submit this Proposal to provide Professional Engineering Services for the survey of the sanitary trunk sewer main between Granville and Summer Streets. We propose the following scope of engineering services:

A. Base Services

- PRIME AE will review existing mapping in our files and any additional mapping as provided by the Town.
- PRIME AE will identify the current property owners of the parcels that the Town's trunk sewer resides on, so that the Town may obtain permission for the survey work, if no easement exists.
- PRIME AE will perform limited plant & brush clearing to perform the survey.
- PRIME AE will perform a field topographic survey along the route of the existing trunk sewer from the end of Summer Street to the end of Granville Street and from approximately the top of bank to approximately the edge of the intermittent stream or toe of slope. Sanitary sewer manholes will be located and invert elevations obtained.
- PRIME AE will develop a plan drawing of the surveyed area at 1"=50' showing one-foot contours with a profile of the existing pipe below on the same sheet. Manhole locations and other readily visible objects within the survey limits will be shown on the drawing. The drawing will be provided in electronic format and one hard copy.

B. Fee

We propose to provide the above services for a lump sum amount not to exceed **\$9,500.00**, to be billed monthly on a percentage complete basis.

C. Exceptions and Limitations

- PRIME AE will not be performing a property boundary survey.
- The Town of Rotterdam shall obtain any and all necessary access permissions from property owners prior to PRIME AE performing the survey.



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www.primeeng.com

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, (“Out-of-Scope Services”), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE’s Standard Terms and Conditions, attached hereto.

E. Parties’ Understandings Concerning Situation Around COVID-19

PRIME AE and Client acknowledge that, at the time of the execution of this Statement of Work, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of its citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, PRIME AE has restricted its employees from travel and on-site work, whether at a client facility or PRIME AE facility, to protect the health of both PRIME AE’s and its clients’ employees. Accordingly, to the extent that any of the services described in this Statement of Work requires or relies on PRIME AE or Client personnel to travel and/or perform work on-site, either at Client’s or PRIME AE’s facilities, including, but not limited to, maintaining business operations and/or information technology infrastructure, PRIME AE and Client acknowledge and agree that the performance of such work may be delayed and thus certain services described herein may need to be rescheduled and/or suspended at either PRIME AE’s or Client’s sole discretion.

Each party agrees to provide the other with prompt notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. The parties further acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein; provided, however, PRIME AE will obtain Client’s prior written approval (email will be sufficient) for any increase in the cost of the services resulting from the situation surrounding COVID-19. Each party agrees that NEITHER PARTY, NOR THEIR PERSONNEL, WILL BE HELD RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OR LOSS OF BUSINESS, OR ANY LOST PROFITS, REVENUE OR DATA, ARISING FROM OR RELATING TO DELAYS IN THE PERFORMANCE, OR THE NONPERFORMANCE, OF THE SERVICES DESCRIBED HEREIN DUE TO THE SITUATION SURROUNDING COVID-19.

To the extent PRIME AE agrees to provide any of the services described herein on-site, whether at PRIME AE’s or Client’s facilities, Client hereby agrees (i) NEITHER PRIME AE, NOR ANY OF ITS PERSONNEL, SHALL BE RESPONSIBLE OR LIABLE TO CLIENT, ITS PERSONNEL, OR ANY THIRD PARTY FOR ANY PERSONAL OR BODILY INJURY ARISING FROM OR RELATED TO COVID-19, INCLUDING, BUT NOT LIMITED TO, DEATH, OR ANY RESULTING LOSS OR DAMAGE TO CLIENT RELATED TO ANY SUCH INJURY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, AND DATA; and (ii) to indemnify, defend and hold PRIME AE and its personnel harmless from and against any claims threatened or made by Client, its personnel, or any third party based upon any personal or bodily injury, including death, arising from or relating to exposure to COVID-19 through PRIME AE’s personnel in connection with the services described herein.



F. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

G. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY



Douglas P. Cole, P.E.
Senior Director of Engineering

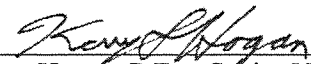
Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF ROTTERDAM:

Mollie Collins, Supervisor

DATE: _____

AGREED TO BY KB GROUP OF NY, INC.
DBA PRIME AE GROUP OF NY:



Kerry Hogan, P.E. – Senior Vice President

DATE: 5/20/2022





PRIME AE Group, Inc.
Standard Terms & Conditions

1. **General.** These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. **Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. **Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

6. **Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client





PRIME AE Group, Inc. Standard Terms & Conditions

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's

fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain



materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Services During Construction. If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by

others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. Certifications. PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. Reliance. PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. Opinion of Probable Costs. When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of



PRIME AE Group, Inc. Standard Terms & Conditions

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after

the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Precedence. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. Severability. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. Survival. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. Governing Law. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. Assignment. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.





Barton & Loguidice

Memo To: Charles Jack Dodson, P.E.
Deputy Town Supervisor

Date: 5/18/2022

From: Jason A. Ballard, P.E.
Associate

Project No.: 904.050.001
Phase No.: 04

Re: Trunk Sewer CCTV Inspection Findings

Sanitary sewer flows are conveyed to the Town of Rotterdam Sewer District #2 Wastewater Treatment Plant (WWTP) through a trunk sewer, which ranges from 18" to 24" in diameter. The approximately 6,000 linear foot trunk sewer and over 50 manholes are partially located in a heavily wooded area with limited access, and the exact location of all manholes is not known since over the years several have been buried by forest debris. Multiple sections of the trunk sewer have failed since its construction, necessitating emergency repairs. Most recently, in late 2013 and early 2014, two separate sections of the trunk sewer failed, resulting in releases of undetermined amounts of untreated sewage to the environment. New York State Department of Environmental Conservation fined the Town and issued an Order on Consent following these events. The failed sections have since been repaired, but the condition of the entire trunk sewer is still largely unknown.

As part of the broader WWTP improvements project currently underway, Barton and Loguidice, D.P.C. (B&L) retained Kenyon Pipeline Inspection (KPI) to perform Closed Circuit Television (CCTV) inspection of the trunk sewer. Videos and inspection logs produced by KPI for each section of sewer televised were reviewed by B&L to identify problem areas and develop a recommended rehabilitation plan.

The CCTV videos were recorded using a National Association of Sewer Service Companies (NASSCO) certified computer program and a remote-control operated camera. Approximately 3,623 linear feet (LF) of trunk sewer (60% out of the attempted 6,000 LF) was successfully televised between May 4th and May 5th, 2022. Certain sections of the trunk sewer were unable to be fully inspected due to obstructions in pipes preventing the passage of the camera, and/or a lack of vehicle access to manholes.

The CCTV inspections revealed several major blockages caused by root intrusion, buildup of fats, oils, and grease (FOG), miscellaneous debris (rocks, etc.), and sagging pipes. These blockages reduce the true capacity of the trunk sewer and increase the likelihood of sanitary sewage overflow (SSO) events. The majority of the trunk sewer is routed through uninhabited areas, meaning that an SSO event may not be detected in real time, allowing discharge of untreated sanitary sewage into the environment until the overflow is detected. Additionally, these blockages made it difficult to fully assess the structural condition of the trunk sewer, since most pipe sections were flowing nearly full.

NASSCO pipeline inspection reports which list all defects seen within each manhole-to-manhole pipe section that was televised are attached at the end of this memorandum. The photos below depict examples of areas with significant blockages observed throughout the CCTV inspections.

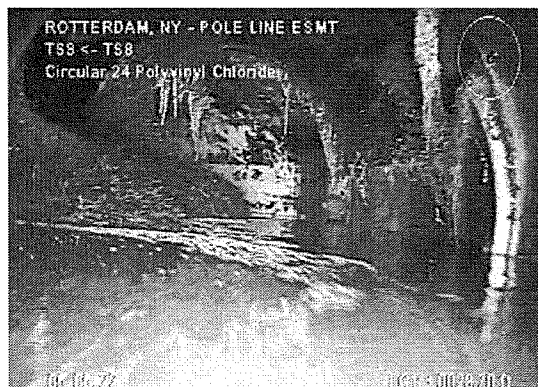


Figure 1: Root Intrusion



Figure 2: Root Intrusion

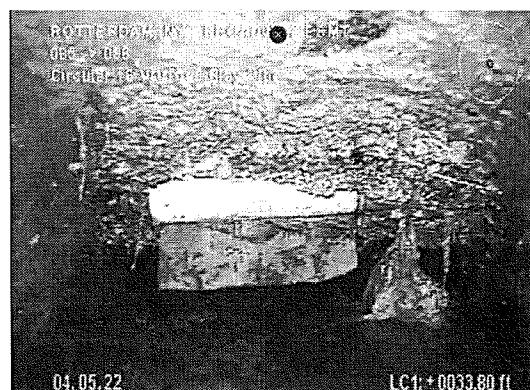


Figure 3: FOG Buildup

It is recommended that the Town hire a contractor to perform heavy cleaning of the entire trunk sewer. The Town's sewer cleaning equipment is primarily designed for use on smaller (8-inch) sewers on residential streets and is generally insufficient for heavy cleaning of this large diameter trunk sewer. Heavy cleaning the entire trunk sewer will restore its full design capacity, and reveal any structural defects that were not observed during the original inspection. Heavy cleaning is needed to remove sediment, rock, and grease deposits, and to mechanically remove roots.

In order for a sewer cleaning contractor to be able to fully clean the entire trunk sewer, it will be necessary to make improvements to the existing access road along the trunk sewer easement. The access road is poorly graded, overgrown with thick brush in certain areas, and nonexistent in others. It is recommended that the Town construct a uniform access road along the entire trunk sewer route from the power lines to Summer Street. This access road will permit the heavy cleaning operation to take place, and also ensure the trunk sewer is easily accessible to Town personnel for future maintenance and monitoring. The trunk sewer in the area from Summer Street to Broadway is located in manicured town resident backyards, access road construction in this area is not needed since sewer access from the cross streets should be sufficient. The table below summarizes existing access conditions for different sections of the trunk sewer and required improvements.

Section	From	To	Access	Required Work	Approx. Pipe Length
1	WWTP	Power Line	MH TS4 accessible via Wellington Gardens apartment complex.	Minor clearing to improve access to MH TS4.	940 LF
2	Power Line	Vienna Street	Existing gravel access road provides sufficient access for sewer cleaning equipment.	Minor brush and tree trimming, fill low spots and regrade existing access road.	2,000 LF
3	Vienna Street	Granville access ramp	Not currently accessible.	Heavy brush and tree clearing, locate ~7 manholes, construct gravel access road from Vienna Street to Granville Road.	760 LF
4	Granville access ramp	Summer Street	Not currently accessible.	Heavy brush and tree clearing, locate 10 manholes, construct gravel access road from	1,050 LF

				Granville Road to Summer Street.	
5	Summer Street	Melrose Street	Accessible from streets	No road work required	590 LF
6	Melrose Street	Broadway	Accessible from streets	Determine if heavy cleaning can be performed from manholes in street, or if access to intermediate manholes is necessary.	730 LF

Heavy cleaning and further CCTV inspection of the trunk sewer are critical to ensuring the continued conveyance of wastewater to the WWTP. Failure to address the issues identified could lead to SSO events and/or failure of trunk sewer infrastructure. It is recommended that the Town move forward with corrective action as soon as possible.

Due to the need to access the trunk sewer for cleaning equipment immediately, it is recommended that the Town of Rotterdam secure the services of a contractor to remove trees and brush, construct a gravel access road, and locate the buried manhole covers. B&L is available to prepare bidding documents for these construction services if requested.