

MEETING OF THE ROTTERDAM TOWN BOARD

September 24, 2025

7:00 PM

Agenda Review 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

EXECUTIVE SESSION

PRESENTATIONS

- National Grid Inghams to Rotterdam Project

PUBLIC HEARING

1. To recognize the introduction of introductory Local Law No. __ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications. Pg. 4
2. To recognize the introduction of Introductory Local Law No. __ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30". Pg. 17
3. For the consideration of entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for the lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing Town equipment. Pg. 25

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

293.25 Accepting Town Board Meeting Minutes.

294.25 To declare IT equipment obsolete.

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

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

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

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

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

300.25 To approve budget transfers to the 2025 budget.

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

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

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

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

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

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

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

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

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

LIAISON REPORTS

MISCELLANEOUS

ADJOURNMENT

Mollie A. Collins, Supervisor

PUBLIC HEARING #1

09/24/25

To recognize the introduction of introductory local law no. ___ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 286.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO REPEAL CHAPTER 247 STREETS AND SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design; now

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam to be consistent with current ADA accessibility guidelines, design standards and specifications.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

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

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



Changes to Chapter 247 Streets and Sidewalks, from sections 247-4 of Article 1, 247-5 through 247-12 of Article II and 247-13 through 247-14 of Article III

Article I Use

§ 247-4 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed \$1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

Article II Construction of New and Replacement of Existing Sidewalks

§ 247-5 Permit required in the public right of way.

- A. A permit to construct new or replace existing sidewalks shall be issued by the Town of Rotterdam Code Enforcement Officer/Building Inspector. No individual, company, organization and/or its agents shall be permitted to construct or replace sidewalks on the Town's right of way without first securing a permit and complying with the current conditions and specifications. For sidewalks on County and State right of way, a permit may be needed from them and comply with their conditions and specifications.
- B. A permit, when issued by the Town, shall be valid for up to 180 calendar days. The permitted time period can be extended only if approved by the Code Enforcement Officer/Building Inspector. The permit may be revoked for cause and/or failure to comply with current design and specifications. Revocation of the permit shall be issued in writing. If the permit is revoked, it shall be unlawful for the person holding said permit, the owner of premises and/or his agents and employees to continue with the construction of the sidewalks.
- C. The Code Enforcement Officer/Building Inspector shall be notified by the owner or contractor prior to commencement and provide a schedule for the work. The Code Enforcement Officer/Building Inspector or a Town

representative shall inspect the work as necessary during construction. Disputes such as grades, thickness of concrete, workmanship and proper construction of sidewalks shall be decided by the Code Enforcement Officer/Building Inspector or other authorized Town representatives. The decision as to the quality of work and meeting the requirements of approved plans and specifications shall be final unless the party aggrieved shall, within ten (10) calendar days after the decision, apply to the Town Board to review the same. No new construction or replacement of sidewalks shall be carried out after revocation of permit or pending the decision of the Town Board. The decision of the Town Board shall be final. Violations of this article shall be prosecuted by the Code Enforcement Officer/Building Inspector.

§ 247-6 Applicability.

- A. Consistent with the Town's Complete Streets Policy and the Americans with Disabilities Act (ADA) Evaluation and Transition Plan, the Town recognizes the need to encourage and facilitate the development of a safe system of sidewalks for pedestrian travel and recreational use, which will enhance the health and safety of residents, business owners, and visitors. It is the Town's desire to encourage new construction or replacement of sidewalks along major and minor arterials, collector streets, and residential neighborhoods as part of the development or redevelopment of new projects
- B. During the project initial development phase, the Town's Complete Streets Policy that includes the checklist shall be referenced and adhered to the possible extent by the developer, engineer, Town Planning Commission and Town Board as part of the development or redevelopment of new projects.
- C. As part of the review of subdivision and site plan application projects, the Planning Commission is authorized to consider the need to construct new sidewalks or replace deteriorated sidewalks and other pedestrian accommodations on the site as well as along the street frontage(s). Connections to building entry points or other focal points of the project should be included to provide accessible and connecting pedestrian routes. The cost of sidewalk construction shall be at the project

developer's expense. In addition, the developer may be required by the Planning Commission to fund the services of a Town Designated Engineer (TDE) to oversee the construction of the project for compliance with the approved plans and specifications. The TDE will have the same authority as a Town representative to approve the work or disapprove if not in compliance with the approved plans and specifications.

- D. The Town Board may authorize the construction or replacement of sidewalks along any public street as part of a Town sponsored project, with the cost of design and construction to be funded by the Town, unless other funding sources are obtained for the project. The Town may submit project applications for funding a portion or all the cost prior to committing Town resources.
- E. The Schenectady County Department of Engineering and Public Works and the New York State Department of Transportation may construct or replace sidewalks along county and state highways, respectively in the Town, and are exempt from the permitting requirements stated in Section 247-5.
- F. Individuals, multiple landowners, and business owners may propose constructing or replacing sidewalks along public streets, provided the Town Board or Planning Commission approves the plans and specifications. The cost of sidewalk construction and any inspection services in this instance is to be funded by individuals, landowners, or business owners. Consideration may also be given by the Planning Commission as part of the review and approval process of a project to the establishment of a sidewalk district that would fund for future maintenance and replacement of the sidewalks.

§ 247-7 Materials and Design.

- A. The sidewalk surface must be firm, stable and slip resistant. The preferred sidewalk material is Portland Cement and meet the requirements of Section 608 in the Construction and Materials, New York State Department of Transportation, latest edition, and as amended by the Town specifications. Where sidewalks are located adjacent to a street, the overall width shall be a minimum of five (5) feet, measured from edge to

edge. The Planning Commission may require a minimum of six (6) feet or more overall width in commercial areas. If sidewalks are placed adjacent to curbing or asphalt wing gutter, the width of the curb and wing gutter is not included as part of the sidewalk width. If due to physical constraints, five (5) feet wide sidewalks in residential areas or six (6) feet wide in commercial areas cannot be provided, a minimum of four (4) feet is allowed, except that five (5) feet wide by five (5) feet long passage area is provided at a maximum distance of every 200 feet. The Town will only approve the reduced width in unusual circumstances such as due to physical or right of way constraints, where there is no other option to provide adequate pedestrian access and mobility.

- B. The concrete sidewalks' thickness shall be a minimum of four (4) inches, except at driveways where the thickness shall be a minimum of six (6) inches. The minimum compressive strength of concrete shall be 3,500 psi at the end of 28 calendar days. All concrete exposed to freeze-thaw cycles shall contain air entrainment between the range of 5% to 7% in accordance with applicable sections of ACI and ASTM specifications. The contractor is to perform field and laboratory testing of the concrete as required by the code enforcement officer and provide the results to the Town prior to acceptance. Welded wire mesh shall be installed at the midpoint of the sidewalk thickness for additional strength. The mesh shall be six (6) inches by six (6) inches – W2.9 x W2.9 unless otherwise approved by the Town. The sidewalks shall include expansion joints and tooled edges, and the surface shall have a broom finish at right angles to the run of sidewalks. Gravel subbase shall be provided under the sidewalks at a minimum thickness of six (6) inches.
- C. Sidewalks shall not have vertical discontinuities. Where new sidewalks are constructed adjacent to an existing sidewalk and vertical discontinuities is present of up to ½ inches, the existing sidewalk to be beveled with a maximum grade of 50 percent. Anything larger than ½ inch, the existing adjacent sidewalk must be removed and replaced such that there are no vertical discontinuities.
- D. Sidewalks located along the streets are preferred to be offset from the curb, wing gutter or pavement edge (where curb and wing gutter is not provided) five (5) feet, measured from the back side of curbing, wing

gutter or pavement to the front edge of sidewalk. If five (5) feet is not available due to physical and right of way constraints, a minimum of three (3) feet offset shall be provided. A landscaped treatment shall be provided between the curb, wing gutter or pavement and the front edge of sidewalk. Hard surface and other impervious materials between the curb, wing gutter or pavement and the front edge of sidewalk shall only be allowed in commercial areas and if approved by the Planning Commission. The hard surface may include brick, stone, decorative stamped concrete, asphalt, or other similar aesthetic materials as approved by the Planning Commission. For unusual circumstances where an offset cannot be provided, the Planning Commission may wave this requirement.

- E. Asphalt surface will only be allowed on a very limited basis such as constructing a multi-use path to accommodate both pedestrians and bicyclists and approved by the Planning Commission. The design and cross section of multi-use paths shall meet the applicable design criteria and standards that include compliance with ADA design guidelines. The asphalt thickness shall be a minimum of four (4) inches along with eight (8) inches of subbase material.
- F. Design and Construction of sidewalks shall be consistent with the Town's latest American with Disabilities Act (ADA) Evaluation and Transition Plan dated February 2025, and latest Complete Streets Policy, along with any future revisions to those documents. All requirements shall be followed unless otherwise approved by the Town Planning Commission or Town Board.
- G. At all pedestrian crossings, ADA accessible ramps shall be provided along with cast iron detectable warning units. Appropriate traffic control signs and high visibility crossing surfaces must be provided as per the latest version of the Manual of Uniform Traffic Control Devices and New York State Supplemental requirements.
- H. Sidewalks must be accessible to all and located within the right of way when placed along a public street. If adequate right of way is not available, then land must be dedicated to the Town so that the sidewalk can be accessed by the public. The land will need to be dedicated to the

Town in the form of transfer of landownership or via a permanent easement as determined by the Planning Commission.

- I. The construction of sidewalks shall be performed in good and workmanlike manner, and no deviation from the plans and specifications will be permitted without prior approval from the Town. At the completion of the work, the Town will perform a final inspection, and if any corrections are identified, they will need to be made prior to acceptance.
- J. Sidewalks typically follow the grades of the street. However, the sidewalk longitudinal grade should not exceed 5%. In addition, the vertical changes between sidewalk panels shall not be more than what is allowable for compliance with ADA requirements. The cross slope shall typically be 1.5% and not exceed 2%, except at roadway crossings, where the cross slope shall typically follow the street cross section.
- K. Where sidewalks cross driveways, the recommended design is for the driveway profile to be modified to match with the sidewalk location and elevation. If due to unusual circumstances where that is not possible, the sidewalk can be sloped to accommodate the driveway profile but shall not exceed 5% running slope. The sidewalk material shall continue running across all driveways.

§ 247-8 Curb Ramps.

- A. The minimum width for sidewalk curb ramps is five (5) feet. The running slope shall be no greater than 5% and the maximum traversable slope in the direction of pedestrian travel shall not exceed 8.33%. A level landing pad at street intersections shall be provided.
- B. Grates, access covers, and similar surfaces should not be located within the pedestrian access route, curb ramps and landing pads. Where this cannot be avoided, the long dimensions of the grates must be oriented perpendicular to the most frequent direction of travel.

Single diagonal curb ramps serving two (2) street crossing directions should be avoided and only considered where there are no other practical alternatives. Each crossing should typically include two (2) separate curb ramps.

§ 247-9 Detectable Warnings.

The detectable warning units shall be provided at all crossings and comply with NYSDOT Standard Specifications. The material shall be made of cast iron and colored surface shall be red – federal standard number 31350, unless otherwise approved by the Town. The warnings shall be installed on a concrete surface.

§ 247-10 General provisions.

Sidewalks shall be accessible to all users and meet or exceed the minimum requirements for design and construction as stated in other sections and as per ADA requirements. If full compliance is not possible due to physical and right of way constraints, accessibility must be provided to the maximum possible extent, and any non-compliance must be approved by the Town. The following shall be considered for all projects where pedestrian traffic is anticipated or expected:

- A. Minimize where practicable pedestrian crossing distances at street intersections.
- B. Provide pedestrian refuge islands where practicable at mid-block street crossings.
- C. Provide pedestrian scale lighting to improve night-time visibility and overall safety.
- D. At signalized intersections, provide accessible and safe pedestrian crossing features as per NYSDOT design standards and guidelines.
- E. As part of a development project, any nearby deteriorated or non-accessible sidewalks exist, they should be replaced at a minimum on the developed side, and preferably both sides of the street.
- F. For residential development projects, new sidewalks should be provided along both sides of the street unless otherwise approved by the Planning Commission. For commercial development, the Town may require new sidewalks on one or both sides of the street to accommodate pedestrian travel.

- G. Where trees, buildings and other objects overhang the sidewalk, a minimum vertical clearance of six (6) feet - six (6) inches shall be provided. Any obstructions below the minimum vertical clearance shall be removed.
- H. Adequate sight distance is to be provided at all locations, including pedestrian crossings. If that is not possible due to physical constraints, advisory signs, traffic calming measures or other devices may be required by the Planning Commission.
- I. No concrete shall be mixed or prepared on the street surface or curbing and such mixing or preparing concrete on the street surface or curbing is hereby declared a violation of this article.

§ 247-11 Landscaping, Lighting and other amenities.

Enhancing the streetscape should be considered for all projects. This includes adding street trees, bushes, plantings, porous pavement, vegetated retention areas to treat stormwater, benches, and other amenities such as pedestrian scale lighting. However, landscaping, textured pavement, gateway treatments, lighting and other amenities are not to impede walkways, ADA access and sight lines.

§ 247-12 Design Approval.

All sidewalk projects shall be approved by the Planning Commission or Town Board during site plan or subdivision review and prior to the start of construction. If there are any sidewalks that do not comply with town standards, the design engineer shall provide written justification for review and approval.

Article III Maintenance and Snow Removal

§ 247-13 Maintenance.

- A. No person shall plow, shovel or otherwise place snow or ice on municipal property. For purposes of this section, municipal property shall include all parcels of property owned by any municipality. Municipal property shall also include all municipal rights-of-way, including all sidewalks thereon.
- B. All sidewalk surfaces located on private property shall be maintained in a safe and passable condition. Sidewalks shall be regularly cleared of snow and ice by the property owner.
- C. For sidewalks located along County and State highways, the Town may be responsible for the maintenance as per any maintenance agreements. If no maintenance agreements are in place, the adjacent property owner shall be responsible for maintenance, including snow removal.
- D. For sidewalks located along town roads and streets, the adjacent property owner shall be responsible for maintenance, including snow removal.
- E. Notice of failure to remove snow, ice or other obstructions - Written notice of violations of the provisions stated in this section shall be served by the Code Enforcement Officer/Building Inspector, describing the violation and requiring the forthwith removal of the conditions constituting the violation by the owner and/or developer. In the event such premises are untenanted or vacant, or if tenanted or unoccupied, and the tenant, occupant or other adult person cannot with due diligence be found on the premises, or in the event notice of violation is served and the violation is not forthwith remedied, the Town is hereby authorized to cause the same to be done at the expense of the Town, and any and all such expenses may be assessed as a lien against the subject property of the owner and enforced in accordance with the procedure prescribed in Article 3 of the Lien Law for the enforcement of mechanics' liens on real property.

§ 247-14 Penalties for offenses.

Any person violating any of the provisions of this article shall, upon conviction before the Justice of the Town of Rotterdam, be fined in a sum not to exceed \$1000 or imprisonment for a term not to exceed 15 days, or both, for each offense.

PUBLIC HEARING #2

09/24/25

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 287.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO AMEND CHAPTER 266, "VEHICLES AND TRAFFIC", SECTION 52, ENTITLED "SCHEDULE XII: NO PARKING AT ANY TIME" AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, Local Law No. 4 of 2021 was enacted on June 23, 2021, to add No Parking signs along several streets near the Pop Warner Football field; and

WHEREAS, Pop Warner Football now has a parking area, and games are only held on Saturdays and Sundays from September 1 through November 30 which has reduced the need for spectators to park on the side streets during the week and off months; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" and schedule a public hearing.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

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

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



Proposed amendment to Local Law No. 4 of 2021:

All “No Parking At Any Time” signs shall now state: “No Parking on Saturdays and Sundays from September 1 through November 30” on the following streets:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty Five Feet to Aster Street*
Fern Avenue	West	Thirty Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty Five Feet to Fern Avenue*

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR
ROSSANA ROSADO
SECRETARY OF STATE

July 1, 2021

Diane M Marco
Town of Rotterdam Clerk
John F Kirvin Government Center
1100 Sunrise Blvd
Rotterdam NY 12306

RE: Town of Rotterdam, Local Law 4 2021, filed on June 28 2021

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492



**Department
of State**

RECEIVED
JUL 13 2021
Town of Rotterdam
TOWN CLERK'S OFFICE

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of ROTTERDAM

Local Law No. 4 of the year 2021

A local law To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No
(Insert Title)

Parking At Any Time" to include the following modifications: Aster Street North Side

Fern Avenue to Evergreen Avenue; Aster Street South Side Thirty Feet to Lawn Avenue

Fern Avenue East Side Lilac Street to Tulip Street; Fern Avenue West Side

Be it enacted by the Rotterdam town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one:)

of ROTTERDAM

as follows:

(Con't) Thirty Feet to Remsen Street; Fern Avenue West Side Thirty-Five Feet to Aster Street*; Fern Avenue West Side Thirty-Five Feet to Tulip Street*; Lilac Street North Side Fern Avenue to Lawn Avenue; Lilac Street South Side Thirty Feet to Lawn Avenue; Remsen Street North Side Palma Avenue to Paul Avenue; Remsen Street South Side Thirty-Five Feet to Fern Avenue*

(If additional space is needed, attach pages the same size as this sheet, and number each.)

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 made:

RESOLUTION NO. 185.21

ADOPT LOCAL LAW NO. 4 OF 2021

WHEREAS, a public hearing was called for by the Town Board of the Town of Rotterdam on June 9, 2021; and

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 23rd day of June 2021 at the Rotterdam Senior Center, 2639 Hamburg Street, Rotterdam, New York, at 5:30 p.m. and via electronic means pursuant to the COVID executive orders related to the ongoing pandemic; and

WHEREAS, said public hearing was conducted on June 23, 2021, at the Town of Rotterdam Senior Center, 2639 Hamburg Street, Rotterdam, New York, upon adoption of a Proposed Local Law of the Year 2021, for the following purpose:

To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty-Five Feet to Aster Street*
Fern Avenue	West	Thirty-Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty-Five Feet to Fern Avenue*

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

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

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

LOCAL LAW NO. FOUR (4) OF THE YEAR 2021

SECTION 1. Proposed Local Law of the Year 2021 of the Town of Rotterdam to amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" to include the following modifications:

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Rensen Street
Fern Avenue	West	Thirty-Five Feet to Aster Street*
Fern Avenue	West	Thirty-Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Rensen Street	North	Palma Avenue to Paul Avenue
Rensen Street	South	Thirty-Five Feet to Fern Avenue*

SECTION 2. Local Law No. Four (4) of 2021 of the Town of Rotterdam shall be adopted, and the Town Clerk is hereby directed to file such local law in the Office of the New York State Department of State in compliance with all applicable legal requirements.

SECTION 3. This local law shall take effect upon filing with the Secretary of State of the State of New York, as required by Section 27 of the Municipal Home Rule Law.

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

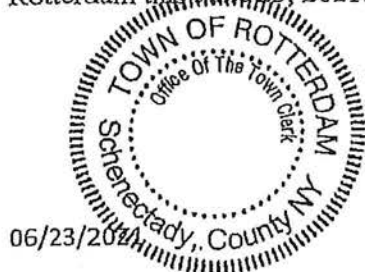
DATED: June 23, 2021

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

PUBLIC HEARING #3

09/24/25

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 291.25

**RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED
LEASE OF WAREHOUSE SPACE FOR STORAGE OF TOWN EQUIPMENT**

WHEREAS, the Town of Rotterdam has identified the need for additional storage space for various Town-owned equipment due to insufficient existing space; and

WHEREAS, the Town is considering entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing such equipment; and

WHEREAS, pursuant to Section 198 of the New York State Town Law, a public hearing is required prior to entering into a lease agreement involving real property interests.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on September 24, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the proposed lease of warehouse space for the storage of Town equipment.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

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

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



LEASE AGREEMENT

for

**BUILDING 20
ROTTERDAM CORPORATE PARK
SCHENECTADY, NEW YORK**

between

**FG ROTTERDAM HOLDINGS, LLC
220 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NEW YORK 12305**

and

**TOWN OF ROTTERDAM
1100 SUNRISE BOULEVARD
ROTTERDAM, NEW YORK 12306**

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[THIS PAGE TO BE CORRECTED UPON FINALIZATION OF LEASE]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____, 2025, between **FG ROTTERDAM HOLDINGS, LLC**, a New York corporation, having an office at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, hereinafter referred to as the "Lessor" and **TOWN OF ROTTERDAM**, which has a business office at 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter referred to as the "Lessee".

WITNESSETH that the Lessor hereby leases to the Lessee and the Lessee hereby hires and takes from the Lessor those premises described as a portion of Building 20 consisting of approximately 7,300 square feet (the "Demised Premises", as shown on the Floor Plan attached hereto and made a part hereof, as Exhibit A), located in the Rotterdam Corporate Park, Town of Rotterdam, County of Schenectady, State of New York (the "Park"), upon the terms and conditions hereinafter set forth, and the Lessee does hereby covenant with the Lessor as follows:

1. **TERM:** The term of this Lease (the "Lease Term") shall be for a period of sixteen (16) months commencing October 1, 2025 (the "Commencement Date") and ending January 31, 2027.
2. **RENTAL:** As rental for the Demised Premises (the "Base Rent" or "Rent") the Lessee hereby agrees to pay the Lessor without deduction, setoff, prior notice or demand \$4.50 per square foot, per annum, gross (\$2,737.50 monthly), in advance on the first day of each and every month commencing on the Commencement Date. Said Rent to be paid to the Lessor electronically or by good check mailed to Lessor at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, or at such other place or places as the Lessor may from time to time direct. Lessee shall pre-pay the first months' Rent contemporaneously with the execution of this Lease by the Lessee. The Lessee shall pay a "late charge" of two (2%) percent per month from the due date if any installment of Rent or Additional Rent (as hereinafter defined) shall be received by Lessor more than five (5) days after its due date. Nothing herein contained shall be deemed to limit any right or remedy which the Lessor may have under this Lease, at law or in equity.
3. **CONDITION OF PREMISES:** The Lessee covenants that the Lessee has examined the Demised Premises, knows the condition thereof and acknowledges that the same are accepted "as is" in good order and repair except that Lessor shall demo the temporary walls to create a wide open space. Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all other applicable laws relating to occupational safety and health and rules and regulations promulgated thereunder, and the Lessee shall further comply with all laws, rules and regulations of the State of New York (the "State") and any department, agency, board, or political sub-division of the State pertaining to building construction or safety applicable to either the Lessee or the Lessor and shall hold the Lessor harmless therefrom. Nothing herein shall be construed as preventing the Lessor from taking such action as it shall deem necessary for the protection of its interests in respect to any order, decree, judgment or other act of any Federal or State department, agency or board.

4. **UTILITIES:** The Lessor or public utility shall provide and maintain the necessary mains, ducts and conduits in order to bring water and electricity service to the Demised Premises and to carry sewage therefrom. All means of distribution of such services within the Demised Premises shall be supplied and maintained by the Lessee at the Lessee's expense.
- a. **ELECTRICAL:** The Lessee has made known to the Lessor its electricity requirements prior to the execution of this Lease and in the absence of any change in such requirements, the Lessor may assume that the Lessee's requirements will not exceed the electrical capacity available to the Demised Premises on the Commencement Date. In the event the Lessee requires additional capacity, any additional risers, feeders, meters, wiring or other equipment required thereby shall be installed by the Lessor or a qualified contractor upon the Lessee's request and at the Lessee's cost and expense, provided, however, that in the Lessor's sole judgment, the same are reasonably necessary and will not cause permanent damage or injury to the Demised Premises or cause or create a dangerous or hazardous condition or entail excessive alterations, repairs or expense or unreasonably or materially interfere with or disturb other lessees. For purposes of this paragraph a "qualified contractor" must secure necessary approvals and comply with utility and code requirements. Said "qualified contractor" shall furnish to the Lessor proof of liability insurance and workmen's compensation insurance. Lessor has installed a meter in the Demised Premises to measure electrical usage. Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. Electrical service shall be directly with the utility provider selected by Lessor, from time to time, as hereinafter provided. Lessee shall request service in its own name on or before the Commencement Date and shall pay for such service directly to the utility provider. The cost for electricity used is to be the then current charge by the applicable utility service provider.
- b. **WATER/SEWER:** Lessor has installed a water meter and thereby measures the Lessee's water consumption. The Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. In the event of activation of the unmetered sprinkler system due to fire or acts of Lessee, Lessor shall render a bill for water consumption based on output per head times the duration of sprinkler flow. The cost of water and sewer is to be the then current charge by the municipality and billed based on the water meter readings. Lessee is to make payment upon presentation of a bill by Lessor and the amount thereof shall be deemed Additional Rent hereunder. Availability of water is dependent upon the municipality and is beyond the Lessor's control
- c. **PROPANE:** Lessee shall contract with a propane vendor and pay all costs of propane directly to the propane vendor.
- d. **SPRINKLERS:** Sprinklers and sprinkler systems now existing in said Demised Premises shall be maintained and serviced by the Lessor, provided, however, that if any such system or any of its appliances shall be damaged or injured or rendered

otherwise than in proper working order by reason of any act or omission of the Lessee, the Lessee's agents, servants, employees, licensees or visitors, the Lessor shall forthwith restore such equipment to good working condition and order at Lessee's expense. If by reason of the acts or operations of the Lessee, the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or municipal government requires or recommends any change in such sprinklers or sprinkler system or if any change is necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by such exchange or by any fire insurance company, the Lessee shall at its own expense promptly make such change.

Any changes whatsoever in the sprinkler system desired by the Lessee must be submitted to the Lessor for the review and approval of the Lessor's insurer.

In the event the Lessee shall fail to pay any tax, rent, levy or charge for any utility service, which by reason of such non-payment may become a lien upon any part of the premises of the Lessor, the Lessor may, upon five (5) days' written notice thereof to the Lessee, make payment of such tax, rent, levy or charge together with any interest, penalties or other accruals due thereon, and upon such payment the amount thereof shall immediately become due and payable by the Lessee to the Lessor as rent hereunder.

The Lessor may interrupt or suspend the supply of any such service to the Demised Premises in order to make any necessary repair or alteration to the Demised Premises or to any other Building or other part of the premises of the Lessor and there shall be no abatement in Rent and/or Additional Rent because of any such interruption or suspension provided that the Lessor shall make such repair or alteration with reasonable diligence and provided further that such repair or alteration shall not unreasonably interfere with the Lessee's business. The Lessor may at any time during the Lease Term, assign, convey, transfer or set over to any municipality having jurisdiction or to any public utility corporation or private water corporation or sewage disposal corporation any or all of the Lessor's right, title and interest in and to such public utility facilities and thereupon require the Lessee to make payment for such services to such assignee, municipality, firm or corporation in accordance with such rates as such assignee may establish. Upon any such conveyance, assignment or transfer, there shall be no abatement of Rent and/or Additional Rent due and payable hereunder by reason of any interruption of such service resulting from the act or fault of such assignee.

5. UTILITY DEREGULATION:

a. LESSOR CONTROLS SELECTION. Lessor has advised Lessee that presently Lessor's service provider is National Grid (the "Service Provider") to provide electric and natural gas service for the Industrial Park. Notwithstanding the foregoing, if permitted by Law, Lessor shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity and/or gas service (each company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for service from the Service Provider.

b. LESSEE SHALL GIVE LESSOR ACCESS. Lessee shall cooperate with Lessor, the

Service Provider, and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Lessor, Service Provider and any Alternative Service Provider reasonable access to the gas and electric lines, feeders, risers, wiring, and any other machinery within the Demised Premises.

c. LESSOR NOT RESPONSIBLE FOR INTERRUPTION OF SERVICE. Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy or natural gas furnished to the Demised Premises, or if the quantity or character of the electric energy or natural gas supplied by the Service Provider or any Alternative Service Provider is no longer available or suitable for Lessee's requirements, and no such change, failure, interference, disruption or defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent and/or Additional Rent, or relieve Lessee from any of its obligations under this Lease.

6. **TAXES, INSURANCE AND OPERATING COSTS: INTENTIONALLY DELETED.**

7. **USE:** The Demised Premises are hereby leased to the Lessee upon the express condition that the Lessee shall use the said Demised Premises for vehicle and equipment storage and for no other purpose without the written consent of the Lessor first obtained. All uses to which the Demised Premises shall be put by the Lessee shall conform to all applicable laws, ordinances, rules or regulations relating to the Demised Premises and shall also conform to any special use permit or certificate of occupancy or other permit of any kind issued or required to be issued by any governmental authority having such jurisdiction over the Demised Premises and shall not be put to any such use by the Lessee until all governmental rules and regulations relative to or affecting such use have been complied with and all governmental permits required as a condition precedent to such use shall have been obtained.

The Lessee shall conduct its business throughout the Lease Term hereof in a first-class manner and shall not use the Demised Premises for or carry on or permit upon said Demised Premises any offensive, noisy, or dangerous business, trade, manufacture or occupation or any nuisance or any activity contrary to public policy or any activity causing a noxious or offensive odor or causing pollution to the atmosphere, nor permit any auction sale to be held or conducted upon said Demised Premises, nor shall it use or permit the use of such Demised Premises or part thereof for any immoral or any other purpose prohibited by law or which will increase the rate of insurance upon the building in which said Demised Premises may be located or cause a cancellation of any insurance policy covering said building or any part thereof. The Lessee shall not do or suffer anything to be done upon said Demised Premises which will cause structural injury to said Demised Premises or to the building of which the same form a part, nor shall it cause said Demised Premises to be overloaded, nor shall it permit any machinery, apparatus or other appliance to be used or operated upon said Demised Premises which will in any way vibrate, shake or otherwise injure said Demised Premises or the building of which the same form a part, nor shall the Lessee permit any noisemaking device to be operated or allowed upon said Demised Premises for the purpose of attracting trade or otherwise. The Lessee shall not permit any use to be made of the Demised Premises which will in any way impair the efficient operation of the sprinkler

within the building containing the Demised Premises. The Lessee shall not leave said Demised Premises unoccupied or vacant during the Lease Term hereof. If any act on the part of the Lessee or use of the Demised Premises by the Lessee shall cause directly or indirectly any increase of the Lessor's insurance expense, such additional expense shall be paid by the Lessee to the Lessor upon demand as Additional Rent. No such payment by the Lessee shall limit the Lessor in the exercise of any other rights or remedies or constitute a waiver of the Lessor's right to require the Lessee to discontinue such act or use. Under no conditions will Lessor permit Lessee to use outside areas for parking of unregistered and/or disabled or non-functioning or damaged vehicles, or for the accumulation of pallets and/or other packing materials.

8. **REPAIRS AND MAINTENANCE:** Lessor shall deliver the Demised Premises in broom clean condition and shall ensure that all building facilities are in good working order. Throughout the Lease Term the Lessee shall take good care of the Demised Premises.

Lessor is responsible for common area maintenance; and for the maintenance of the structural and exterior of the building (unless damage is caused by Lessee), including the roof and all components thereof, load-bearing walls, slabs and floors (but not floor coverings), utility distribution up to the building, sprinklers, foundations and supports; repairs of parking/pavement areas; and snow removal of the main roads only in accordance with the Snow Removal Policy attached hereto and made a part hereof as Exhibit "B".

Lessee is responsible for the maintenance and repairs of all non-structural elements and systems of the Demised Premises including without limitation, loading dock equipment, HVAC, plumbing fixtures and equipment, interior electricity facilities, doors and windows and snow removal. If Lessee desires services by Lessor's maintenance personnel, such will be performed on a work order basis only and Lessee will be responsible for prompt payment of such invoice relating to the work order.

When used in this paragraph the term "repairs" shall include all necessary alterations, additions and betterments of a non-structural nature, including replacement in the event Lessee damages or fails to properly maintain such non-structural element or system. All repairs made by either party shall be at least equal in quality and class to the original work. Upon the expiration of the Lease Term or sooner termination, the Lessee shall surrender the Demised Premises to the Lessor in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. The Lessee shall at its own expense maintain all portions of the Demised Premises and immediately adjoining areas in a clean and orderly condition free of dirt and rubbish, and the Lessee shall remove or cause to be removed all rubbish from the Demised Premises and immediately adjoining areas at the Lessee's expense. Lessee must install a dumpster or similar trash receptacle of ample size at inception of occupancy. In the event the Lessee permits accumulations of rubbish, which the Lessor in the exercise of its sole judgment may deem unreasonable or harmful, injurious or deleterious to the use and enjoyment of the remainder of the premises of the Lessor of which the Demised Premises are a part, the Lessor may remove such rubbish and charge the cost thereof to the Lessee and the Lessee shall thereupon become liable to the Lessor for such cost as Additional Rent. Lessee shall keep all fire doors clear and shall not

obstruct dock areas with vehicles or goods excepting the normal process of loading and unloading operations from inside storage to transport vehicles. Lessee shall be solely and separately responsible for chemical waste collection and disposal in accordance with all applicable federal, state, and local environmental and safety laws.

9. **ALTERATIONS AND LIENS:** (A) The Lessee shall make no alterations or additions to the Demised Premises without prior written consent of the Lessor in each instance. Upon the giving of such written consent all alterations, additions and improvements, including fixtures made in, to or on the Demised Premises, except unattached moveable business fixtures, shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises, except that the Lessee shall ascertain from the Lessor within sixty (60) days before the expiration of this Lease Term whether the Lessor desires to have the Demised Premises or any part or parts thereof restored to their condition as of the time of the delivery thereof to the Lessee and, if the Lessor so desires, the Lessee shall restore said Demised Premises or such part or parts thereof to such original condition before the end of the Lease Term entirely at the Lessee's own cost and expense. The Lessee shall indemnify and save and hold harmless the Lessor from all liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for the Lessee upon said Demised Premises during said term and agrees not to suffer any such lien or encumbrance to be imposed on any of the Lessor's premises. The Lessor shall have the right, after the giving of not less than five (5) days' notice to the Lessee to remove such lien or encumbrance, to bring such action or proceeding as may be necessary to effect the removal thereof and the costs and expenses thereof, including reasonable attorney's fees, shall become immediately due and payable by the Lessee to the Lessor as Additional Rent.
- B) Prior to the commencement of any such alterations, additions or improvements, Lessee shall provide to Lessor with the following: (i) copies of the plans and specifications relative thereto; (ii) copies of all necessary building permits and all other requisite permits and approvals; (iii) copies of construction contracts with constructors reasonably acceptable to the Lessor; and (iv) copies of insurance reasonably required by Lessor, naming Lessor as an additional insured. The Lessee hereby agrees that all such alterations, additions and improvement shall (a) incorporate only new materials; (b) be at least equal in quality and workmanship to the original work or installation; (c) be in accordance with reasonable requirements as Lessor may impose; (d) be constructed in accordance with all applicable laws, rules, regulations and directives of all governmental authorities having jurisdiction over the Demised Premises; (e) be constructed in such a manner so as not to interfere with the use and enjoyment of the Building or the Industrial Park by the Lessor or other tenants, occupants, licensees or invitees of the Industrial Park; (f) automatically become the property of the Lessor upon construction and installation of same within the Demised Premises.
10. **ENTRY AND INSPECTION:** The Lessor and its agents may enter upon the Demised Premises at all reasonable times to inspect the same, to submit them to a prospective purchaser or to make any repairs which the Lessor shall consider necessary for the protection, improvement or preservation of the building in which the Demised Premises are situated, or to make any changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the building, provided that the same may be performed without material

interference with the business operations of the Lessee, and there shall be no liability against the Lessor in favor of the Lessee for damages sustained by the Lessee by reason of such repairs or changes nor shall the Lessee be entitled to any abatement of Rent and/or Additional Rent by reason thereof. At any time after sixty (60) days prior to the termination of the Lease the Lessor may place on said Demised Premises any usual or ordinary "To Let" or "To Lease" signs. For the purposes of this paragraph, the Lessor may hold at all times a duplicate set of keys to the Demised Premises. The Lessee shall make no changes in locks or other facilities controlling access to the Demised Premises without the permission of the Lessor and whenever such permission is granted, the Lessee shall provide the Lessor with a duplicate set of keys so as to provide the Lessor with access at all times.

11. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not, without the Lessor's prior written consent, assign or sublet this Lease or permit any person or entity other than the Lessee to use or occupy, or store goods, materials or other property (such goods, materials and property being hereinafter referred to as "Property") at the Demised Premises or any part thereof.

Any (a) attempt at assignment or subletting (b) attempt to permit any person or entity (a "Licensee") other than the Lessee to use, or occupy any portion of, or store any Property at the Demised Premises, without the consent of the Lessor in each instance, shall be void and shall constitute a breach of this Lease. In the event of such prohibited assignment, sublet or use, occupancy or storage, the Lessor may avail itself of any other remedies contained in this Lease and any other remedy available to it under applicable law. In addition to the foregoing, in the event of any breach of clause (b) in the preceding sentence, the Lessor may cause the removal of such occupant and/or materials, goods or Property, at the sole cost and expense of the Lessee.

Any proposed assignment shall contain a written assumption by the assignee of all of the Lessee's obligations under this Lease. Any sublease shall (a) provide that the Lessee shall procure and maintain a policy of insurance as required of the Lessee under this Lease; (b) provide for a copy to the Lessor of any notice of default by either party; and (c) otherwise be reasonably acceptable in form to the Lessor.

The Lessor's consent to any assignment, subletting or use, occupancy or storage as above stated, may be withheld at the Lessor's sole and absolute discretion. No consent by the Lessor to any subletting, assignment or use, occupancy or storage of Property by any Licensee shall be deemed to be a consent to any further subletting (or sub-subletting), assignment or any other use, occupancy or storage by any Licensee (including any expanded use by the Licensee for whom permission is being given).

In the event that the Lessee assigns or subleases any portion of the Demised Premises or permits the use, occupancy or storage of Property at any portion of the Demised Premises by a Licensee, the Lessee shall pay to the Lessor monthly, as Additional Rent hereunder, one hundred (100%) percent of the amount calculated by subtracting from the rent and other charges and considerations payable from time to time by the assignee, Lessee or Licensee to the Lessee for aforesaid space, the amount of rent and other charges payable by the Lessee to

the Lessor under this Lease, allocated to the assigned, subleased or otherwise utilized portion of the Demised Premises.

Without limiting Lessor's other rights hereunder, Lessee, in no event, shall have any right to sublet or assign this Lease or grant any Licensee the right to use or occupy all or any portion of the Demised Premises except on the following terms and conditions:

- a) Such subletting, assignment, or grant of any right of use or occupancy, shall not relieve the Lessee from its duty to perform fully all of the agreements, covenants and conditions set forth in this Lease or any Guarantor, if any, from the obligations of any Guaranty executed and delivered in connection with this leasing.
- b) The Lessee shall provide the name of the proposed Lessee, assignee or Licensee, the terms and conditions of the proposed subletting, assignment or agreement for use or occupancy, the nature and character of the business of the proposed Lessee, assignee or Licensee, and banking, financial and other credit information relating to the proposed assignee, Lessee or Licensee reasonably sufficient to enable Lessor to determine the financial responsibility of said proposed Lessee, assignee or Licensee.
- c) In lieu of granting or withholding its consent to any requested assignment, sublease or right of occupancy, upon the receipt of such request from Lessee, Lessor shall have an option, to be exercised in writing within forty-five (45) days thereafter, to terminate this Lease effective on a date (the "Termination Date") set forth in Lessor's notice of termination either, at Lessor's option, with respect to the entire Demised Premises or the portion subleased or used by a Licensee which shall not be less than thirty (30) days nor more than one hundred twenty (120) days following the service upon Lessee of Lessor's notice of termination.
- d) In the event Lessor shall exercise such option to terminate this Lease, this Lease shall expire on the Termination Date either in its entirety or with respect to the portion being recaptured as if that date had been originally fixed as the expiration date of the Lease Term herein granted and Lessee shall surrender possession of the entire Demised Premises or portion thereof being recaptured on the Termination Date in accordance with the provisions of this Lease.
- e) Any subletting or assignment shall be for the entire Demised Premises only;
- f) The subletting, assignment or grant of any right with respect to use and occupancy shall be to a person or entity whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Demised Premises and the Industrial Park by other lessees or occupants and whose occupancy will not be more objectionable or more hazardous than that of Lessee herein. In no event shall any subletting or assignment be permitted to a school of any kind or an employment or placement agency; or governmental or quasi-governmental agency;

- g) The subletting, assignment or granting of a right of use and occupancy shall not be to any person or entity who is then a tenant of the Industrial Park;
- h) The subletting or assignment shall not be at a lower rental rate, nor shall any charges relating to use and occupancy be lower, than that being charged by Lessor or its affiliates at the time for similar space in the Industrial Park;
- i) The sublease, assignment or agreement with respect to use and occupancy will expressly prohibit further assignment of this Lease, or any sublease or agreement for use or occupancy or any further subletting, or granting of rights of use and occupancy by the Lessee, assignee or Licensee without, in each instance, receiving Lessor's prior written consent.
- j) If this Lease shall be assigned, or if the Demised Premises or any part thereof, be sublet or occupied by any person or persons other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection of Rent and/or Additional Rent shall be deemed a waiver of the covenants contained in this Lease, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant or a release of Lessee from the full performance by Lessee of all of the terms, conditions and covenants of this Lease.
- k) The Lessee shall reimburse the Lessor for all legal costs involved in reviewing a proposed assignment, subletting or agreement with any Licensee for the use, occupancy or storage of any Property.

12. **LIABILITY AND INSURANCE:** The Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold the Lessor and its directors, officers, shareholders, mortgagees, industrial development agencies, agents, representatives and employees harmless and free from and against any and all claims, losses, costs, liabilities, penalties, damages, expenses, causes of action and/or judgments, including, without limitation, penalties, fines and reasonable attorney's fees (collectively "Damages"), (but excluding indirect and consequential damages) in connection with or arising from or by reason of (a) any default by Lessee in the performance of its obligations under this Lease, or the failure of any covenant or representation made by Lessee in this Lease, (b) the use or occupancy or manner of use or occupancy of the Demised Premises by Lessee or any person occupying the Demised Premises, (c) any injury or damage to any person or persons or property including, without limitation, the Lessee, its servants, agents and employees, from any cause or causes whatsoever, or (d) any occurrence on the Premises from any cause whatsoever, including leakage and environmental contamination, while in, upon or in any way connected with the Demised Premises or its appurtenances. The foregoing indemnity does not include Damages to the extent such Damages are caused by the gross negligence or willful misconduct of Lessor. This indemnification shall survive the termination or expiration of this Lease for any reason whatsoever. If the foregoing indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the

fullest indemnity permitted by law.

The Lessor shall not be liable for any loss or damage occasioned by failure to keep said Demised Premises in repair and free from refuse, obnoxious odors, vermin or other foreign matter; defective wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures; the bursting, leaking, running or clogging of the above pipes or fixtures; any defect or malfunction, bursting, leaking, running or clogging of any heating or air conditioning equipment, cistern, tank, sprinkler system, boiler, wash stand, closet or wastepipe; accidental discharge of the sprinkler; water, snow, ice or other foreign matter being upon or coming through the roof, skylights, trapdoors, doors, windows or otherwise; acts of negligence or failure to comply with lease covenants by other tenants of the Lessor; acts of negligence of guests, invitees and employees of the Lessee or other occupants of the Demised Premises; acts of negligence of any owners or occupants of adjacent or contiguous property or their employees; acts of God; or acts of negligence of any persons not in the employ of the Lessor.

The Lessee shall take out and keep in force during the Lease Term hereof, at the Lessee's expense, commercial general liability and other insurance in companies acceptable to the Lessor to protect against any liability to the public, whether to persons or property, incident to the use of said Demised Premises or resulting from accident occurring in or about said Demised Premises or the areas immediately adjacent thereto, which insurance shall be in an amount not less than \$1,000,000.00 to indemnify against the claim of one person for personal injuries and not less than \$3,000,000.00 to indemnify against the claim of two or more persons for personal injuries in any one occurrence and in an amount not less than \$1,000,000.00 per occurrence to indemnify against a claim or claims for property damage. The Lessee shall also take out and keep in force during the Lease Term, at the Lessee's expense, New York State statutory worker's compensation insurance policy and employer liability and automobile liability policy in an amount not less than \$1,000,000 combined limit. The Lessee shall cause every insurer to agree by endorsement upon the policy or policies issued by it, or by independent instrument furnished to the Lessor, that such insurer will give the Lessor ten (10) days' written notice at the address where rental is paid before the policies in question shall be altered or canceled. Certified copies of said policies or certificates of insurance naming the Lessor, Rotterdam Ventures, Inc. and the Schenectady County Industrial Development Agency as additional insureds by endorsement shall be furnished at the time of Lease inception. Said policies shall be renewed at the end of each policy period.

The Lessor and Lessee hereby release one another and their respective officers, agents, employees and servants from any and all claims or demands for damages, loss, expense or injury to the Demised Premises or to the furnishings and fixtures and equipment or inventory or other property of either the Lessor or the Lessee in, about or upon the Demised Premises, as the case may be, which may be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss, provided, however, that such release and waiver shall be effective only to the extent of the insurance coverage for such loss. This paragraph does not preclude the respective parties from any and all other remedies at law which are available and in no way are their respective rights prejudiced.

All contractors entering the Industrial Park at the request of Lessee shall name the Lessor, as additional insured on their insurance and furnish Lessor with a copy of same prior to commencing any work therein. Lessee is required to enter into written contracts with all contractors who enter the Demised Premises on their behalf, which contracts must contain indemnification provisions satisfactory to the Lessor, in the exercise of Lessor's reasonable discretion, for the benefit of the Lessor.

13. **ABANDONMENT:** In the event the Demised Premises become abandoned, vacated or surrendered or in the event the Lessee be dispossessed or evicted by process of law, the Lessor, in addition to all other remedies granted by this Lease or available by operation of law, may deem that any personal property belonging to the Lessee left on said Demised Premises is abandoned, and the Lessor may enter upon said Demised Premises and remove therefrom any and all equipment, fixtures and merchandise and sell the same at public or private sale at such price and upon such terms as the Lessor may determine without notice to or demand upon the Lessee. Out of the proceeds of such sale the Lessor may reimburse itself for the expense of such taking, removal and sale and for any indebtedness of the Lessee to the Lessor and the surplus, if any, shall be accounted for the Lessee.
14. **DEFAULT:** In the event the Lessee (a) fails to pay the Rent and/or Additional Rent herein provided or any part thereof or any other sum required by the Lessee to be paid to the Lessor at the time or in the manner herein provided and within five (5) days after receipt of notice of non-payment (which notice need not be given more than twice in any twelve (12) month period or no more than five (5) times in the aggregate during the entire Lease Term, after which time a default shall be deemed to have occurred if any amount required to be paid hereunder is not paid by its due date); or (b) if the Lessee abandons or vacates said Demised Premises or violates any of the provisions of this Lease respecting assignments or subletting, or the provisions of any required insurance; or (c) defaults in any of the other covenants or conditions on the Lessee's part to be performed hereunder and such default is not cured within ten (10) days after notice by the Lessor to the Lessee of such default, then such default or breach or act shall give the Lessor the right to re-enter the Demised Premises and remove all persons and all or any property therefrom either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said Demised Premises together with all additions, alterations and improvements, and in such case the Lessor may either relet the Demised Premises or any parts thereof as agent of the Lessee and receive the Rent and Additional Rent applying the same first to the payment of such expenses as the Lessor may have incurred and then to the fulfillment of the covenants of the Lessee. The Lessor may rent said Demised Premises for a term extending beyond the term hereby granted without releasing the Lessee from any liability. Upon the expiration of this Lease prior to the expiration of its term by operation of any provision hereof or by summary proceedings or otherwise, then, whether or not the Demised Premises be relet, the Lessee shall remain liable for and shall pay the Lessor, until the time when this Lease would have expired but for such termination or expiration, the equivalent of the amount of all of the Rent and Additional Rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Lessee to the Lessor on the several rent days above specified.

In all events, Lessee is liable for all damages, costs and expenses, of whatever kind or nature, direct or indirect, suffered by Lessor as a result of the occurrence of an event described above (an "Event of Default"). If Lessee fails to promptly pay Lessor for the damages suffered, Lessor may pursue a monetary recovery from Lessee. Included among those damages are all expenses incurred by Lessor in repossessing the Demised Premises (including increased insurance premiums resulting from Lessee's vacancy), all expenses incurred by Lessor in reletting the Demised Premises (including those incurred for advertisements and brokerage fees and needed repairs, remodeling and replacements), all concessions granted to a new lessee on a reletting, all losses incurred by Lessor as a result of Lessee's default, a reasonable allowance for Lessor's administrative costs attributable to Lessee's default, and all reasonable attorney's fees incurred by Lessor in enforcing any of Lessor's rights or remedies against Lessee. The Lessee hereby expressly waives any and all rights of redemption in the event of eviction or dispossession by judgment or warrant of any court or judge, and the Lessee waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Lessor against the Lessee in respect of the Demised Premises. All remedies herein provided shall be deemed cumulative and shall in no way limit or restrict the Lessor from pursuing such other and further remedies as may be allowed at law or in equity.

15. **ACCELERATION OF RENT UPON DEFAULT:** INTENTIONALLY DELETED.

16. **HOLDING OVER:** Lessor and Lessee recognize that the damage to Lessor resulting from any failure by Lessee to timely surrender possession of the Demised Premises will be substantial, will exceed the amount of the monthly installments of the Rent and Additional Rent payable hereunder, and will be impossible to measure accurately. Lessee therefore agrees that if possession of the Demised Premises is not surrendered to Lessor upon the expiration date or sooner termination of this Lease, in addition to any other rights or remedies Lessor may have hereunder or at law, Lessee shall pay to Lessor, as liquidated damages, a sum equal to two times the aggregate of a full month's Base Rent and Additional Rent that was payable under this Lease during the last month of the Lease Term for each month and for each portion of any month during which Lessee holds over in the Demised Premises after the expiration date or sooner termination of this Lease, regardless of the number of days Lessee remains in the in the Demised Premises beyond expiration date or sooner termination of this Lease. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Demised Premises after the expiration date or sooner termination of this Lease. The provisions of this paragraph shall survive the expiration date or sooner termination of this Lease. Lessee's occupancy subsequent to the expiration date or sooner termination of this Lease, whether or not with the consent or acquiescence of Lessor, shall be deemed to be that of a tenancy-at will and in no event from month-to-month or year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this paragraph. In the event the Lessee defaults or remains in possession of the Demised Premises or any part thereof after the expiration of the tenancy-at-will created hereby then the Lessee's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.

17. **EXCUSABLE DELAY:** Whenever Lessor is required by the provisions of this Lease to perform an obligation or any work and Lessor is prevented from doing so by reason of an Excusable Delay (as hereinafter defined), Lessor shall be temporarily relieved of its obligation to so perform, provided it promptly notifies the Lessee of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; unforeseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes) after diligent effort, (ii) supplies (or their reasonable substitutes) after diligent effort; or (iii) labor through ordinary sources after diligent effort; regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of Lessee which prevents the Lessor from complying, or which materially and adversely interferes with the Lessor's ability to comply with, an obligation under this Lease on Lessor's part to be performed. Any time limits required to be met by Lessor hereunder, whether specifically made subject to Excusable Delay or not, except those related to the provision of insurance and the payment of Rent under this Lease shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay. Lessee shall, in no event, have any right to terminate this Lease, abate Base Rent or Additional Rent or assert a claim of partial or total actual or constructive eviction because of any failure by Lessor to perform any obligation or work required to be performed under this Lease, if such failure occurs by reason of Excusable Delay. In no event, however, shall an Excusable Delay be applicable to any obligation of Lessee to pay Rent or Additional Rent hereunder, to pay any other sum of money required to be paid hereunder or to provide any insurance required to be provided hereunder.
18. **DESTRUCTION:** In the event the Demised Premises are damaged by fire, earthquake, enemy, act of God or the elements or other casualty, the Lessor, unless it shall otherwise elect as hereinafter provided, shall repair the same with reasonable dispatch after written notice of the damage. If such damage is so extensive as to render the Demised Premises untenantable, but nevertheless repaired by the Lessor, then the Rent (but not Additional Rent) shall be abated to an extent corresponding with the time during which and the extent to which said Demised Premises may have been untenantable. If such repairs, however, are delayed because of the Lessee's failure to adjust the Lessee's own insurance claim, no rental reduction shall be allowed beyond a reasonable time allowed for such adjustment. The Lessor shall have the right to determine, within a reasonable time after such occurrence regardless of its cause, whether to demolish, rebuild or reconstruct the Building containing the Demised Premises and, in the event of such decision by the Lessor to so demolish, rebuild or reconstruct, then, upon notice given by the Lessor to the Lessee, this Lease shall terminate on a date to be specified in such notice as if that date had been originally fixed as the expiration date of the Lease Term here demised and the Rent and/or Additional Rent shall be adjusted as of the time of the occurrence of such damage or destruction. All cancellation or termination of Lease does not release Lessee from any liability in connection with any fire or casualty. Notwithstanding anything to the contrary contained herein, the Lessor shall have no obligation to repair or replace any of Lessee's property or any

alterations, additions or improvements to the Demised Premises not originally installed by Lessor. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control. Notwithstanding anything to the contrary contained herein, if the fire or other casualty is caused by an act or neglect of Lessee, Lessee's agents, servants, visitors, employees, invitees or licensees, or, at the time of the fire or casualty, the Lessee is in default in any terms of this Lease, then all repairs will be made at Lessee's expense and Lessee shall not be entitled to any abatement of Rent notwithstanding any such damage or destruction. The Lessee shall give immediate notice to the Lessor in case of such damage or destruction.

19. **CONDEMNATION:** If the whole or a portion of the Demised Premises shall be taken for any public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement or purchase in connection with such public or quasi-public use, the Lease at the option of the Lessor shall terminate as of the date title shall vest in the condemnor. If any part of the Demised Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Demised Premises were leased, then the Lessee shall have the right to terminate this Lease as hereinafter provided. Upon any such taking, with or without a termination of this Lease, all compensation awarded shall belong and be paid to the Lessor and the Lessee shall have no claim thereto and the Lessee hereby irrevocably assigns, transfers, releases and sets over to the Lessor any right to compensation for damages to which the Lessee may become entitled during the Lease Term hereof by reason of such condemnation or taking, provided, however, that in the event of such taking and a termination of this Lease by either party as a result of or in connection therewith the Lessee shall be entitled to a payment from the Lessor of an amount equal to the unamortized cost (depreciated on a straight line basis computed monthly) to the Lessee of all leasehold improvements made by the Lessee during the original Lease Term hereof and such payment shall be made by the Lessor out of the proceeds received by the Lessor from the condemning authority and such claim of the Lessee shall not be deemed a claim against the condemning authority or a lien on such proceeds. In no event shall the amount which the Lessor shall be obligated to pay the Lessee hereunder exceed the amount of the Lessor's award less all expenses incurred by the Lessor in connection with the securing or obtaining of such award. In the event that upon such taking there shall be no termination of this Lease by either party, this Lease shall continue for the balance of its Lease Term as to the part of the Demised Premises remaining. In such event the Rent payable by the Lessee to the Lessor hereunder and all items of Additional Rent payable hereunder as are determinable by reference to the area of the Demised Premises shall be reduced pro rata in the proportion in which the area of the Demised Premises so taken bears to the area of the Demised Premises before such taking, and all other liabilities of the Lessee hereunder shall remain unaffected. If upon such taking this Lease shall not terminate and shall continue as herein provided, the Lessor shall at its own cost and expense restore the remaining portion of the Demised Premises to the extent necessary to render it useable for the purposes for which it was leased and shall make all repairs to the building in which the Demised Premises are located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of construction existing immediately prior to such taking and the cost of such restoration shall not exceed the proceeds of the condemnation award less the Lessor's expenses in securing such award. Termination of this Lease by either party under the

provisions of this paragraph shall be effected by the delivery of a thirty (30) day notice by such party to the other.

20. **SALE OF PREMISES:** In the event of a sale or conveyance by the Lessor of all or any part of the Lessor's estate containing the Demised Premises, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of the Lessee, and in such event the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor.
21. **ESTOPPEL:** At Lessor's request, Lessee agrees, within ten (10) days after receipt, to execute a lease estoppel certificate stating that:
 - a. The Lease is unmodified and in full force and effect;
 - b. The term of the Lease has begun and Rent payable under the Lease is accruing;
 - c. No notice of default or termination of the Lease has been served on Lessee under the terms of the Lease;
 - d. To the best of Lessee's knowledge, neither he nor the Lessor are in default in any way under the Lease. In addition, Lessee certifies that no event has occurred that with the passage of time or giving notice would constitute default under the Lease by either him or the Lessor; and certifying with respect to such other information with respect to this Lease and Lessee's occupancy of the Demised Premises as Lessor shall reasonably request.
22. **SUBORDINATION:** The Lessee hereby expressly covenants and agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on any part of the premises of which the Demised Premises are a part and such subordination is hereby made effective without any further act by the Lessee. The Lessee shall at any time or from time to time upon request by the Lessor execute and deliver any instruments, releases or other documents that may be required for the purpose of subordinating this Lease to the lien of such mortgage, deed of trust or other instrument of security. The Lessee further hereby appoints the Lessor as the Lessee's attorney in fact, irrevocably, to execute and deliver any such instruments.
23. **SIGNS:** The Lessee shall not inscribe, paint or affix any signs, placards or advertisements on the exterior or roof of the Demised Premises or upon entrance doors, windows or upon any adjoining or appurtenant lands without obtaining the prior approval of the Lessor in writing or without obtaining such permits therefor as may be required under any ordinance, local law, order, rules of regulation of the municipality having jurisdiction thereof. Any such sign, placard or advertisement so placed upon the Demised Premises shall be removed by the Lessee at the termination of this Lease and the Lessee shall repair any damage or injury to the Demised Premises caused thereby, and upon the failure of the Lessee to comply herewith, the Lessor may have the same removed and the Lessee shall be liable to the Lessor for the expense thereof.
24. **ENTIRE AGREEMENT, WAIVER:** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified, changed or terminated

in whole or in part orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. The receipt of Rent and/or Additional Rent by the Lessor, with knowledge of any breach of this Lease by the Lessee or of any default on the part of the Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. If the Lessee makes any payment of any amount less than that due hereunder, the Lessor without notice may accept the same as a payment on account; the Lessor shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter. No failure on the part of the Lessor to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Lessor, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Lessor to enforce the same in the event of any subsequent breach or default. The receipt by the Lessor of any rent or any other sum of money or any other consideration hereunder paid by the Lessee after the termination, in any manner, of the term herein demised, or after the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the Lessor. Neither acceptance of the keys nor any other act or thing done by the Lessor or any agent or employee of the Lessor during the term herein demised shall be deemed to be an acceptance of a surrender of said Demised Premises, excepting only an agreement in writing signed by the Lessor accepting or agreeing to accept such a surrender. Any right herein granted to the Lessor to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised, and any right on the part of the Lessee thereto. No act or conduct of any nature or character on the part of the Lessor or its agents, servants or employees other than by an agreement in writing signed by the Lessor shall be construed as a waiver of the provisions of this paragraph irrespective of any circumstances existing at the time of such act or conduct.

25. **NOTICE:** Any notice, request or demand under this Lease shall be in writing and shall be considered properly delivered upon receipt when (i) addressed to 1100 Sunrise Boulevard, Rotterdam, New York 12306 in the instance of the Lessee, and to the place where Rent is paid in the instance of the Lessor, or to such other address as may be from time to time furnished in writing by either party to the other, and (ii) either (a) served personally, (b) sent by certified mail (return receipt requested) and deposited in a United States general or branch post office, (c) sent by a private reputable overnight carrier with a bill of lading and evidence of receipt, or (d) sent by email with confirmation of such notice from the other party.
26. **SECURITY:** Lessee is to pay contemporaneous with the signing of this Lease Agreement, the sum of TWO THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 50/100 (\$2,737.50) Dollars, as Security Deposit for the full and faithful performance and observance by Lessee of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Lessee defaults in the full and prompt payment and performance of any of Lessee's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Lessor may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent

required for the payment of any Rent and/or Additional Rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's defaults. If Lessor shall so use, apply or retain the whole or any part of the Security Deposit, Lessee shall replenish the Security Deposit on demand. If Lessee shall fully and faithfully comply with all of Lessee's obligations under this Lease Agreement, the Security Deposit or any balance thereof shall be returned to Lessee upon the termination of the Lease and after delivery to the Lessor of entire possession of the Demised Premises. The Security Deposit shall not be used as last month's Rent. In the event of any sale of Lessor's interest in the premises, Lessor shall have the right to transfer the Security Deposit to the vendee and Lessor shall thereupon be released by Lessee from all liability for the return of such Security Deposit.

27. **FINANCIALS:** From time to time during the Lease Term, but not more often than annually, the Lessor shall have the right to request, and the Lessee shall thereafter promptly provide current financials from the Lessee.
28. **BROKERAGE:** Lessee warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations. Lessee shall indemnify and hold Lessor harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Lessee.
29. **HAZARDOUS SUBSTANCES: LESSEE:** (a) Lessee, or its employees, agents, representatives, licensees, invitees or customers shall not cause any Hazardous Substances (hereinafter defined) to be used, stored, generated or disposed of in, on or about the Industrial Park, Building, the land upon which the Building and Demised Premises are situated (the "Land") or Demised Premises by Lessee, its agents, employees, contractors or invitees, except for such Hazardous Substances as are used in strict conformity with all Environmental Laws (hereinafter defined). Lessee shall indemnify and hold harmless the Lessor, its mortgagees, industrial development agencies, agents, employees, officers, shareholders and directors, from any and all claims, damages, fines, judgements, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Lease Term from or in connection with the use, storage, generation or disposal of Hazardous Substances in, on or about the Land, Building or Demised Premises by anyone other than Lessor's agents, employees, contractors, invitees or licensees.

(b) As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by "Environmental Laws". The term "Environmental Laws" means Federal, State and local laws and regulations, judgements, orders and permits governing safety and health and the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended (CERCLA), the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.*, the Clean Water Act, 33 U.S.C. 1251 *et seq.*, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, the Toxic Substance

Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j. “Hazardous Substances” includes any and all materials or substances which are defined as “hazardous waste”, “extremely hazardous waste” or a “hazardous substance” pursuant to state, federal or local government law. “Hazardous Substances” also includes asbestos, polychlorinated biphenyls (“PCBSs”) and petroleum products.

30. **MISCELLANEOUS:**

- (a). References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word “including” or “include” when following any general statement, term or matter shall not be construed to limit such statement, term or matters to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, or “but not limited to,” or words of similar import) is used with reference thereto. All references, if any, to “mortgage” and “mortgagee” shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits and Riders (if any) referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.
- (b). Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives and successors and assigns.
- (c). Severability. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.
- (d). Construction. This Lease shall be governed by and construed in accordance with the laws of the State of New York, without regard for such State’s choice of law requirements.
- (e). Delivery for Examination. Delivery of this Lease to Lessee shall not bind Lessor in any manner, and no lease or obligations of Lessor shall arise until this Lease is signed by both Lessor and Lessee and delivery is made to each.
- (f). Lessee Authority. Lessee warrants, covenants and represents that it is duly organized and qualified to do business in the State of New York, and it has the power and authority to enter into this and the person executing this Lease on behalf of Lessee hereby covenants, warrants, and represents that he or she is authorized to enter into

this Lease on behalf of Lessee.

- (g). No Construction Against the Preparer of this Lease. This Lease has been prepared by the Lessor and its professional advisors and reviewed by the Lessee and its professional advisors. Lessor, Lessee, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lessor or Lessee or against Lessor or Lessee merely because of their efforts in preparing it.
- (h). Personal Jurisdiction. The Lessee hereby submits to personal jurisdiction in the State Courts of the State of New York or any Federal Court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any suit being made upon the Lessee by mail at the address set forth herein. The Lessee hereby knowingly, voluntarily and intentionally waives the right to service of process by the RPAPL, the CPLR or any other applicable statute.
- (i). Lease Year. The term “Lease Year” shall mean the twelve (12) month period commencing on the “Commencement Date” and each twelve (12) full calendar month period thereafter.
- (j). Integration. This Lease supersedes and renders null and void all previous understandings, promises, covenants and conditions, whether written or verbal, with respect to Lessor’s leasing of the Demised Premises to Lessee.
- (k). Additional Rent. All sums of money payable by Lessee to Lessor hereunder (exclusive of Base Rent) shall be deemed Additional Rent, regardless of whether or not specifically referred to as Additional Rent in this Lease.
- (l). Waiver of Jury Trial. Except for an action, proceeding or counterclaim brought by either Lessor or Lessee against the other for personal injury or property damage, Lessor and Lessee hereby waive trial by jury in any action or proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the Demised Premises, including any emergency or other statutory remedy with respect thereto.
- (m). Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Lease. The parties shall be entitled, in their sole discretion, to image or make copies of any final, fully executed documents, including but not limited to the Lease and any related Exhibits or Amendments, and the parties may destroy or archive the paper originals.

31. **NO RECORDATION:** Lessee shall not record or file with any recording clerk's office, either this Lease or any notice or memorandum of this Lease without the express written consent of Lessor, which consent may be withheld in Lessor's sole discretion and which consent, if given, may be conditioned upon Lessee placing in escrow with Lessor's attorney a document discharging of record any such recorded or filed document. If Lessee shall record or file this Lease, or any notice or memorandum thereof without first receiving Lessor's written consent thereto, the Lessor may, and Lessee hereby irrevocably appoints Lessor its agent, coupled this interest to, discharge of record any such recordation or filing at Lessee's expense. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.
32. **RELOCATION:** In the event that Lessor in the exercise of its commercially reasonable, good faith discretion decides to redevelop the Demised Premises, the Lessor may require the Lessee to relocate to an alternate premises designated by Lessor, comparable to the Demised Premises, effective as of the end of a calendar month by sending Lessee notice of Lessor's desire to relocate Lessee not less than 30 days prior to the effective date of such relocation. From after the date that the Lessee has relocated to alternate space all references to the "Demised Premises" shall thereafter mean, and refer to, such alternate space. Should relocation be necessary, the new location must be acceptable to Lessee in the exercise of Lessee's reasonable judgment.

[SIGNATURE PAGE FOLLOWS]

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

FG ROTTERDAM HOLDINGS, LLC

By: _____

Name: David M. Buicko

Title: Authorized Representative

Date: _____

TOWN OF ROTTERDAM

By: _____

Name:

Title:

Date: _____

EXHIBIT A— FLOOR PLAN



EXHIBIT B

ROTTERDAM CORPORATE PARK SNOW REMOVAL POLICY

Subject to unforeseen circumstances beyond Lessor's reasonable control, all main roads, walkways and any parking lots that are required to be cleared pursuant to this Lease, will commence whenever three (3) inches of snow has fallen during any given snowstorm, and will continue until the storm ends or the accumulation of snow is cleared. Sanding and salting of any portion of the Demised Premises shall only be performed when specifically required under the terms of the Lease.

Lessee is required to cooperate in all reasonable respects with Lessor's snow clearing efforts, including, without limitation removing vehicles and/or personal property that may obstruct Lessor's snow clearing efforts. Lessor agrees to take commercially reasonable efforts to (i) notify Lessee of any instances where its vehicles and/or personal property may interfere with Lessor's snow removal efforts so as to allow Lessee to temporarily relocate any vehicles and/or personal property and (ii) avoid damaging Lessee's vehicles improperly left on parking or others areas within the Industrial Park.

Lessee acknowledges that, because of extreme weather and wind conditions that from time to time occur in upstate New York, Lessor cannot assure Lessee that compliance by Lessor of the snow clearing policy will always result in roadways parking areas, and walkways being, or remaining, free from ice or snow.

RESOLUTION NO. 293.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 16, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from September 10, 2025, Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 24, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: September 24, 2025

Background Information: Attached. To adopt the meeting minutes from the September 10, 2025, Town Board Meeting.

Evaluation/Analysis: N/A

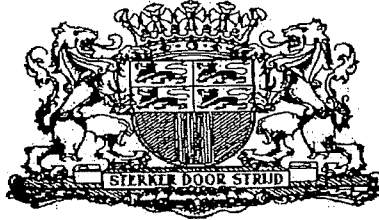
Recommendation(s): To place on Town Board agenda and Town Board meeting of September 24, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

September 12, 2025

Certified Resolutions: #277.25-#292.25 for the year 2025 was duly adopted at the Town Board Meeting held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction Rotterdam, New York, 12150 that was held Wednesday, September 10, 2025. The Town Board Agenda Meeting started at approximately 6:42 p.m. Motion#15 was made by Councilmember Dodson and seconded by Councilmember Gallucci. The agenda meeting was adjourned at approximately 6:50 p.m. All agreed to adjourn the agenda meeting. The Town Board meeting began at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 8:00 p.m. by Councilmember Dodson and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Meeting.

All Councilmembers were Present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE ROTTERDAM TOWN BOARD

September 10, 2025

7:00 PM

Agenda Review 6:30 PM

*Meeting is being held at Rotterdam Junction Volunteer Fire Department
1215 Main Street, Rotterdam Junction NY, 12150*

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

PROCLAMATIONS

PUBLIC HEARING

PRESENTATIONS

- **LaBella Associates – Sewer District No. 7 Consolidation**

EXECUTIVE SESSION

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS: RESOLUTIONS

MOTIONS

15.25 I make a motion to add Resolution #292.25 to the agenda.

RESOLUTIONS

277.25 Accepting Town Board Meeting Minutes. Pg. 4

278.25 To appoint Joshua Nellis to the position of Water & Sewer Maintenance Worker. Pg. 42

279.25 To accept revenue for Town Clerk's office for August 2025. Pg. 48

280.25 To amend Resolution 262.25: To declare Highway vehicles, small engines, small hand tools and plows + wings obsolete. Pg. 54

281.25 To negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction for the Curry Road (Route 7) reconstruction, between Altamont Avenue and Deforest Street project. Pg. 60

282.25 To authorize a final payment and release of retainage to HMA Contracting Corp. Pg. 64

283.25 Call for bids for Rotterdam Senior Center Stairway Rehabilitation Project. Pg. 68

284.25 Call for bids for repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks. Pg. 109

285.25 To accept and award bid for Run of Bank Gravel Installation in basement of demolished building located at 369 Duanesburg Road. Pg. 151

286.25 To recognize the introduction of Introductory Local Law No. ___ of 2025; To repeal Chapter 247 Streets and Sidewalks sections §247-4 through §247-14 and adopt the new Chapter 247 sections §247-4 through §247-14 of the code of the Town of Rotterdam and scheduling a public hearing thereon. Pg. 185

287.25 To recognize the introduction of Introductory Local Law No. ___ of 2025; To amend Chapter 266, "Vehicles and Traffic", section 52, entitled "Schedule XII: No Parking At Any Time" and scheduling a public hearing thereon. Pg 197

288.25 Resolution designating the Town of Rotterdam as Lead Agency pursuant to part 617 of the State of New York Environmental Quality Review Act with respect to the Consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2. Pg. 205

289.25 Accept engineering report for Sewer District No. 7 Consolidation as prepared by Labella Associates. Pg. 215

290.25 Resolution authorizing the endorsement of a proposed Joint Consolidation Agreement pursuant to sections 751 2(A) and 752 of the General Municipal Law consolidating Sewer District #7; Sewer District #7, Ext. # 1 and Sewer District #7, Ext. #2 into one consolidated Sewer District subject to the completion of proceedings pursuant to Article 17-A of the General Municipal Law of the state of New York. Pg. 297

291.25 Resolution calling for a Public Hearing regarding the proposed lease of warehouse space for storage of town equipment.

292.25 To appoint Dan Marsello to the position of GIS, Map's Location Worker.

**LIAISON 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, September 10, 2025, at 7:00 p.m., the following Motion was duly adopted:

MOTION 15.25

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add Resolution #292.25 to the agenda.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed to add Resolution #292.25 to the agenda and by the Town Board of the Town of Rotterdam on September 10, 2025 and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 277.25

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of August 13, 2025, Town Board meeting as attached.

SECTION 2: This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 278.25

**TO APPOINT JOSHUA NELLIS TO THE POSITION OF WATER & SEWER
MAINTENANCE WORKER**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joshua Nellis, of Pattersonville, New York 12137, is hereby appointed to the position of Water & Sewer Maintenance Worker, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-five thousand seven hundred thirty and 10/100 (\$55,730.10) dollars, commencing September 15, 2025.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 279.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of August 2025 has been placed on file and the town clerk's check in the amount of six thousand six hundred fifty-five dollars and 28/100 (\$6,655.28) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 280.25

TO AMEND RESOLUTION 262.25: TO DECLARE HIGHWAY VEHICLES, SMALL ENGINES, SMALL HAND TOOLS AND PLOWS + WINGS OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 262.25 and all items listed, as amended, is hereby amended, and restated as follows: The Town Board, of the Town of Rotterdam, on the advice and recommendation of the Highway Superintendent, hereby declares the following items obsolete and no longer needed by the Town and authorizes their proper disposal or auction:

Vehicles:

<u>Year:</u>	<u>Make/Model:</u>	<u>Vin#:</u>	<u>Condition:</u>
2007	F350 Crew Cab Chassis	1FDW36Y47EA61710	Doesn't Run
2002	Sterling 20yrd Packer Pac-Mor-Bodie	2FZABYCS12AJ <u>45150</u>	Runs/Drives (Updated)
2001	Plow Wing + Salter FL 80	1FVABXAK72HK02141	Runs/Drives
2004	Int. 7400 4wd w/ Plow + Wings	1HTWEAD94JO92223	Runs, Needs Turbo
2009	Int. 4300 Brush Truck Grapple	1HTMMAAR69H080561	Runs/Drives
2012	F150 4x4	1FTNFIEFICKD79834	Runs/Drives

Small Engines:

- Honda GX 630 – Not Running
- Kohler KT 17 – Not Running

Small Hand Tools:

- Steel Max 7.25" – Broken metal cutter w/ case
- (1) Safety Vision TV Monitor – No Cables
- (1) SK47170 Ratch – Broken
- Stihl Pole Saw Shaft
- Weedwacker Shaft
- Chain Saw Parts

Plows + Wings:

- (4) Viking Tunnel Plow
- (4) Viking Wings

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.25

TO NEGOTIATE AND EXECUTE CHANGE ORDER NO. 1 TO AN EXISTING AGREEMENT WITH CARVER CONSTRUCTION FOR THE CURRY ROAD (ROUTE 7) RECONSTRUCTION, BETWEEN ALTAMONT AVENUE AND DEFOREST STREET PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 1 to an existing agreement with Carver Construction, located at 26 Corporate Circle, Albany, NY 12203, for additional material costs to the Curry Road (Route 7) Reconstruction, between Altamont Avenue and Deforest Street, in an amount not to exceed two thousand nine hundred seventy and 00/100 (\$2,970.00) dollars, for a new total agreement amount not to exceed one hundred seventy six thousand one hundred forty four and 00/100 (\$176,144.00) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 282.25

TO AUTHORIZE A FINAL PAYMENT AND RELEASE OF RETAINAGE TO HMA CONTRACTING CORP.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute all documents for the release of retainage and issue final payment to HMA Contracting Corp., located at PO Box 151, Mechanicville, NY, 12118, for the Rotterdam Senior Center Lot Improvements Project, in the total amount, not to exceed twenty-five thousand five hundred thirty and 38/100 (\$25,530.38) dollars.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 283.25

**CALL FOR BIDS FOR ROTTERDAM SENIOR CENTER STAIRWAY
REHABILITATION PROJECT**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Senior Center Stairway Rehabilitation Project.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by **Wednesday, the 1st day of October 2025, at 11:00 A.M.**, will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM SENIOR CENTER STAIRWAY REHABILITATION PROJECT

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

If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT 1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON BIDNET PRIOR TO 11:00 A.M., OCTOBER 1, 2025

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

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

DATED: September 10, 2025

BidNet: Please publish on September 12, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 284.25

**CALL FOR BIDS FOR REPAIRS TO ANGERS AVENUE, BERNARD STREET AND
HAMBURG STREET WATER TANKS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Repairs to Angers Avenue, Bernard Street and Hamburg Street Water Tanks.

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

**TOWN OF ROTTERDAM
NOTICE TO BIDDERS**

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam by **Wednesday, the 1st day of October 2025, at 11:30 A.M.**, will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (<http://www.bidnetdirect.com/townofrotterdam>) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

**REPAIRS TO ANGERS AVENUE, BERNARD STREET AND HAMBURG STREET
WATER TANKS**

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at <http://www.bidnetdirect.com/townofrotterdam>. Copies of documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source.

Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, <http://www.bidnetdirect.com/new-york> and obtain an official copy.

**ALL BID PROPOSALS MUST BE SUBMITTED TO THE TOWN CLERK OFFICE AT
1100 SUNRISE BOULEVARD, ROTTERDAM NY, 12306 OR ELECTRONICALLY ON
BIDNET PRIOR TO 11:30 A.M., OCTOBER 1, 2025**

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

**BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK
DATED: September 10, 2025**

BidNet: Please publish on September 12, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 285.25

TO ACCEPT AND AWARD BID FOR RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

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

RUN OF BANK GRAVEL INSTALLATION IN BASEMENT OF DEMOLISHED BUILDING LOCATED AT 369 DUANESBURG ROAD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Run of Bank Gravel Installation in basement of demolished building located at 369 Duanesburg Road, to W. M. Larned & Sons, Inc., located at 544 Burdeck Street, Schenectady NY, 12306, at the mutual consent of both the Town and W. M. Larned & Sons, Inc, in the amount not to exceed, \$26.50 cost per cy, total lump sum of thirty one thousand eight hundred and 00/100 (\$31,800.00) dollars.

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

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 286.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2025; TO REPEAL CHAPTER 247 STREETS AND SIDEWALKS SECTIONS §247-4 THROUGH §247-14 AND ADOPT THE NEW CHAPTER 247 SECTIONS §247-4 THROUGH §247-14 OF THE CODE OF THE TOWN OF ROTTERDAM AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS The Town Code related to Chapter 247 – Street and Sidewalks, sections 247-4 through 247-14 is outdated with respect to current sidewalks specifications and design; now

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

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

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 287.25

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. ____ OF 2025; TO AMEND CHAPTER 266, "VEHICLES AND TRAFFIC", SECTION 52, ENTITLED "SCHEDULE XII: NO PARKING AT ANY TIME" AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, Local Law No. 4 of 2021 was enacted on June 23, 2021, to add No Parking signs along several streets near the Pop Warner Football field; and

WHEREAS, Pop Warner Football now has a parking area, and games are only held on Saturdays and Sundays from September 1 through November 30 which has reduced the need for spectators to park on the side streets during the week and off months; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of Introductory Local Law No. ____ of 2025; To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" and schedule a public hearing.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

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

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 288.25

RESOLUTION DESIGNATING THE TOWN OF ROTTERDAM AS LEAD AGENCY PURSUANT TO PART 617 OF THE STATE OF NEW YORK ENVIRONMENTAL QUALITY REVIEW ACT WITH RESPECT TO THE CONSOLIDATION OF SEWER DISTRICT #7, SEWER DISTRICT #7, EXT. #1 AND SEWER DISTRICT #7, EXT. #2

WHEREAS, an engineering report has been prepared in such manner and in such detail as is required by Article 17-A, Title 2 of the General Municipal Law of the State of New York, relating to the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 in the Town of Rotterdam, County of Schenectady and State of New York; and

WHEREAS, in connection with the consolidation of Sewer District #7, Sewer District #7, Ext. 1 and Sewer District #7, Ext. 2 the Town of Rotterdam will need to review the environmental impact, if any, associated with the creation of the water district extension.

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 be designated as lead agency with respect to the environmental review associated with the consolidation of Sewer District #7, Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2 pursuant to Part 617 of the State Environmental Quality Review Act; and it is further

SECTION 2. The Town Supervisor be authorized to sign any and all documents associated with the environmental review of the consolidation of Sewer District #7, Sewer

District #7, Ext.#1 and Sewer District #7, Ext. #2 pursuant to Part 617 of the State Environmental Quality Review Act.

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12 day of September 2025.

Diane M. Marco

Diane 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, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 289.25

**ACCEPT ENGINEERING REPORT FOR SEWER DISTRICT NO. 7 CONSOLIDATION
AS PREPARED BY LABELLA ASSOCIATES**

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 accepts the Engineering Report titled Consolidation Report for Sewer District #7 Consolidation prepared by LaBella Associates, competent engineers, a copy of which is attached hereto, and further authorizes the filing of the aforesaid Engineering Report in the Town Clerk's Office.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



CERTIFICATION OF TOWN CLERK

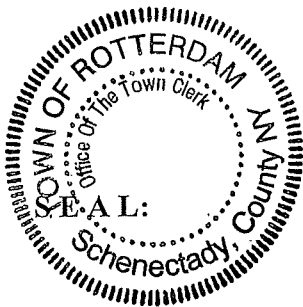
I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12 day of September 2025.

Diane M. Marco

Diane 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, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 290.25

RESOLUTION AUTHORIZING THE ENDORSEMENT OF A PROPOSED JOINT CONSOLIDATION AGREEMENT PURSUANT TO SECTIONS 751 2(a) AND 752 OF THE GENERAL MUNICIPAL LAW CONSOLIDATING SEWER DISTRICT #7; SEWER DISTRICT #7, EXT. #1 AND SEWER DISTRICT #7, EXT. #2 INTO ONE CONSOLIDATED SEWER DISTRICT SUBJECT TO THE COMPLETION OF PROCEEDINGS PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

WHEREAS, the Town of Rotterdam has heretofore established the following Town of Rotterdam Sewer Districts, to wit: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District 7, Ext. #2; and

WHEREAS, the said Town of Rotterdam on behalf of the one sewer district and two sewer district extensions wishes to consolidate all of such areas into the Town of Rotterdam Consolidated Sewer District, a municipal corporation existing pursuant to the Laws of the State of New York and created pursuant to the provisions of Article 17-A of the General Municipal Law of the State of New York, and;

WHEREAS, the Town Board by and through its Supervisor is desirous of endorsing and subsequently entering into the annexed proposed Joint Consolidation Agreement consolidating the one sewer district and two sewer district extensions into one consolidated sewer district serving the following sewer districts: Sewer District #7; Sewer District #7, Ext. #1 and Sewer District #7, Ext. #2; and

WHEREAS, the new Consolidated Sewer District will assume jurisdiction over all areas previously served by the one sewer district and two sewer district extensions; and

WHEREAS, in order to consolidate the one sewer district and two sewer district extensions, it is necessary that the Town of Rotterdam comply with all the provisions of Article 17-A of the General Municipal Law of the State of New York.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, acting on behalf of the Town of Rotterdam, hereby endorses the attached proposed Joint Consolidation Agreement; and it is further,

SECTION 2. The Town personnel and officers shall undertake the steps required under the aforesaid Article 17-A of the General Municipal Law of the State of New York to comply with the provisions thereof to effectuate such consolidation.

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

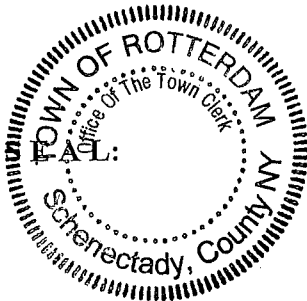


CERTIFICATION OF TOWN CLERK

I, **DIANE MARCO**, the undersigned Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY:**

That I have compared the foregoing copy of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on the 10th day of September, 2025, with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this 12 day of September 2025.



Diane M. Marco
Diane 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, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 291.25

**RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED
LEASE OF WAREHOUSE SPACE FOR STORAGE OF TOWN EQUIPMENT**

WHEREAS, the Town of Rotterdam has identified the need for additional storage space for various Town-owned equipment due to insufficient existing space; and

WHEREAS, the Town is considering entering into a lease agreement for the use of warehouse space from FG Rotterdam Holdings, LLC for lease of a portion of Building 20 consisting of 7300 square feet, for the purpose of storing such equipment; and

WHEREAS, pursuant to Section 198 of the New York State Town Law, a public hearing is required prior to entering into a lease agreement involving real property interests.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby calls for a public hearing to be held on September 24, 2025, at 7:00 P.M, located at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York, to hear all interested persons regarding the proposed lease of warehouse space for the storage of Town equipment.

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 24th day of September 2025 for the following purpose:

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

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

DATED: September 10, 2025

Daily Gazette: Please publish once on September 12, 2025

Town Clerk

Post

SECTION 3. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 10, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 292.25

TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAP'S LOCATION WORKER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Daniel Marsello, of Schenectady, New York 12306, is hereby appointed to the position of GIS/Map's/Location Worker, full-time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty thousand two hundred nine and 80/100 (\$60,204.80) dollars, commencing September 11, 2025.

SECTION 2. This resolution shall become effective September 10, 2025.

DATED: September 10, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on September 10, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 12, 2025.

Diane M. Marco
Diane M. Marco, Town Clerk



RESOLUTION NO. 294.25

TO DECLARE IT EQUIPMENT OBSOLETE

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

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 12, 2025

TO: Town Board

FROM: Henry Gerhard I.T. Project Manager and Support Liaison

TITLE OF REQUEST: Declare the following equipment obsolete and to be auctioned/donated/scrapped

TOWN BOARD MEETING: September 24, 2025

Background Information: We have accumulated obsolete technology as shown below:

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

Evaluation/Analysis:

Research into each component has shown there is no useful purpose for the materials described.

Recommendation(s):

Working products should be auctioned or donated, non-working items should be scrapped via E-waste.

Attachment/Document(s):

N/A

Compliance with Purchasing Policy:

Fully compliant with the prescribed purchasing policy.

Effect(s) on Existing Law(s):

None

LEGISLATION WILL BE PREPARED BY:

Supervisors' Office

RESOLUTION NO. 295.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

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 memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association to settle a grievance regarding Crew Leader Pay.

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

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LEGISLATIVE REQUEST FORM

DATE: September 15, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association (CSEA) to settle Grievance concerning Crew Leader Pay

TOWN BOARD MEETING: September 24, 2025

Background Information: On July 14, 2025 the CSEA filed a grievance concerning Crew Leader Pay.

Evaluation/Analysis: This matter was discussed in several labor/management meetings which included the town's labor attorney and representatives of CSEA. Negotiations between the Town and CSEA resulted in this Memorandum of Agreement.

Recommendation(s): Authorize the supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employee's Association to settle CSEA grievance dated July 14, 2025 concerning Crew Leader Pay.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 296.25

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

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: September 9, 2025

TO: Mollie Collins – Town Supervisor

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

TITLE OF REQUEST: Authorize Release of Retainage for Curry Road Reconstruction.

TOWN BOARD MEETING: September 24, 2025

Background Information: Carver Construction, Inc. is the contractor for Curry Road Reconstruction.

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

Recommendation(s): Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release final payment to Carver Construction, Inc., 26 Corporate Circle, Albany, NY 12303

Attachment/Document(s): Payment App #2 in the amount of \$8,807.20.

Compliance with Purchasing Policy:

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

LEGISLATION WILL BE PREPARED BY:

TO: Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

PROJECT: Curry Road Reconstruction

APPLICATION NO.: 2
PERIOD TO: 8/31/2025

APPLICATION DATE: 9/9/2025

PAGE 1
OF 3

FROM: Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12303

ENGINEER: FCM Engineering, PLLC

PROJECT NO: 0125-016
CONTRACT DATE: 6/13/2025

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the (Sub)Contract. Continuation Sheet(s) is attached.

1. ORIGINAL (SUB)CONTRACT SUM	173,174.00
2. Net change by Change Orders	2,970.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	176,144.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Sheet)	176,144.00
5. RETAINAGE	
a. 0.0% of Completed Work (Columns D + E on Continuation Sheet)	-
b. 0.0% of Stored Material (Column F on Continuation Sheet)	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	176,144.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	167,336.80
8. PAYMENT DUE FOR CURRENT PERIOD (Line 6 minus Line 7)	8,807.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total approved in prior months			
Total approved this month			
Totals	-	-	
Net changes by Change Order			2,970.00

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

CONTRACTOR

By: Jim Zuckerman Jr

Date: 09/09/25

State of: New York County of: Albany

Subscribed and sworn to before me this 9th

day of September, 2025

Notary Public:

Melissa K. Vivencio

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

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that to the best of my knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the (Sub)Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

By:

Date:

September 24, 2025

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:	2
PERIOD TO:	08/31/25
APPLICATION DATE:	09/09/25
PROJECT NO.	0125-016
PAGE	2.

September 24, 2025
Page 100

AIA DOCUMENT G703

AIA DOCUMENT G703

APPLICATION NUMBER:	2
PERIOD TO:	08/31/25
APPLICATION DATE:	09/09/25
PROJECT NO.	0125-016
PAGE	6.

September 24, 2025
Page 101

RESOLUTION NO. 297.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: September 16, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane J. Martin, Receiver of Taxes

TITLE OF REQUEST: 2025 Water/Sewer Rent Collection

TOWN BOARD MEETING: September 24, 2025

Background Information: Annual water rent collection for Water Districts 3&4 and Water 5/Sewer categorized by user type

Evaluation/Analysis: User fee per unit set by Town Board resolution

Recommendation(s): Accept Receiver of Taxes 2025 Water/Sewer Collection totals per district from collection.

Attachment/Document(s): Water/Sewer Collection totals breakdown from Receiver of Taxes.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Diane Martin, Receiver of Taxes

TOTALS FOR 2025 WATER/SEWER COLLECTION

Water 3&4 \$520.62 per unit

Total Collected: \$191,588.16

Water 5 \$91.54 per unit

Total Collected: \$1,051,507.91

Sewer

Sewer 2 \$418.26 per unit \$1,412,909.72

Sewer 3 \$183.08 per unit \$40,710.28

Sewer 4 \$555.56 per unit \$2,222.22

Sewer 6 \$1,179.78 per unit \$19,820.24

Sewer 7 \$283.71 per unit \$132,506.75

Total Collected: \$1,608,169.21

Water 3&4	\$191,588.16
Water 5	\$1,051,507.91
Sewers	\$1,608,169.21

Total Collected: \$2,851,265.28

RESOLUTION NO. 298.25

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

THEREFORE, UPON MOTION OF 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 County Waste & Recycling, located at PO Box 431, Clifton Park, New York 12065, for weekly waste pickup located at 26 West Campbell Road, Rotterdam, New York 12306, at a weekly rate not to exceed one hundred ninety four and 55/100 (\$194.55) dollars, for a term of 60 months.

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: September 16, 2025

TO: Mollie Collins – Town Supervisor

FROM: Lisa Gallo – Public Works Coordinator *LG*

TITLE OF REQUEST: County Waste & Recycling Contract

TOWN BOARD MEETING: September 24, 2025

Background Information: County Waste and Recycling has been performing this service for the Town for over 20 years. They also pick-up at the Parks Department where the Water Department and the Town Hall garbage is brought.

Evaluation/Analysis: County Waste & Recycling have performed the duties of the contract over all these years.

Recommendation(s): Authorize Supervisor to sign customer service agreement for County Waste & Recycling to continue to provide these services to the Town at \$194.55 per week for the term of five (5) years.

Attachment/Document(s): County Waste & Recycling Customer Service Agreement

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Customer Service Agreement

COUNTY WASTE
A WASTE CONNECTIONS COMPANY
PO BOX 431
CLIFTON PARK, N.Y. 12065
TEL: 518-877-2357 FAX: 518-877-7337

By: *Asheley Kelly*
(AUTHORIZED SIGNATURE)

Title: Sales Representative

EFFECTIVE DATE: 7/15/2025
OTHER

SITE INFORMATION	
ACCOUNT #	1124476
SITE NAME	TOWN OF ROTTERDAM WATER
CONTACT NAME	
ADDRESS	26 W CAMPBELL RD
CITY	SCHENECTADY
STATE ZIP	NY 12306
EMAIL ADDRESS	
TELEPHONE	518-355-9520

BILLING INFORMATION	
BILLING NAME	TOWN OF ROTTERDAM WASTE
CONTACT	
ADDRESS	1100 SUNRISE BLVD
CITY	SCHENECTADY
STATE ZIP	NY 12306
TELEPHONE	518-355-9520
EMAIL ADDRESS	

SERVICE DESCRIPTION	TYPE ACCOUNT	SERVICE PRICE	QUANTITY
2 YD 1X WK 1	COMMERCIAL	194.55	1.00

The service agreement is for 60 months and the renewal period is for 60 months.

PAYMENT TERMS:

The undersigned individual signing this agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges, and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

INITIAL HERE

By: _____
(AUTHORIZED SIGNATURE)

Title: _____

CUSTOMER NAME (PLEASE PRINT)

7/15/2025
DATE OF AGREEMENT

COMMENTS

Please sign where indicated and return in the enclosed self-addressed envelope.
If you should have any questions, please call Customer Service @ 1-866-919-6499. THANK YOU!

TERMS AND CONDITIONS

ARTICLE I SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II TERM

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

ARTICLE III WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

ARTICLE IV TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

ARTICLE V PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI

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RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

ARTICLE VII SERVICE CHANGES AND AMENDMENTS

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

ARTICLE VIII RESPONSIBILITY FOR EQUIPMENT

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

ARTICLE IX DAMAGE TO PAVEMENT

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

ARTICLE X EARLY TERMINATION; LIQUIDATED DAMAGES

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall

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not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

ARTICLE XI

BREACH, SUSPENSION AND TERMINATION FOR CAUSE

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

ARTICLE XII

ASSIGNMENT

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

ARTICLE XIII

OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

ARTICLE XIV

EXCUSED PERFORMANCE

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE XV

BINDING EFFECT

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

ARTICLE XVI

ATTORNEYS' FEES

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

ARTICLE XVII

ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

ARTICLE XVIII

BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

ARTICLE XIX

CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

RESOLUTION NO. 299.25

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

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

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 18, 2025

TO: Town Board

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

TITLE OF REQUEST: Additional Street Lighting on Main Street – Rotterdam Junction

TOWN BOARD MEETING: September 24, 2025

Background Information: Property owner at 1516 Main Street contacted the Town regarding the lack of street lighting around his home and concerns regarding safety at night. Recently there was an incident around 3:00 AM where an individual who was walking along the road and went onto his property and tried to break open his car that was parked near his home. A field investigation was conducted, which included visiting the area at night to determine current light levels and if new lighting is warranted at or near this location.

Evaluation/Analysis: Based upon my evaluation of the existing light levels, I recommend that an additional streetlight be installed on Main Street. The new streets light would be mounted on existing utility pole NM 395. The style of light fixtures will be similar to the existing LED B-24-watt light. As per email from National Grid, the engineering design and installation will be performed by National Grid at no cost to the Town.

Recommendation(s): I recommend that the Town Board approve the installation of one additional lighting fixture on pole NM 395 Main Street where shown on the attached map. The new streetlight would be included as part of Lighting District Number 2.

Attachment/Document(s): Map showing location of new street lighting.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

1516 Main Street, Rotterdam Junction

Legend

 1516 Main St

1516 Main St

Main St

River Rd

Google Earth

Image © 2025 Airbus



300 ft

September 24, 2025

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POLE NM 395

RESOLUTION NO. 300.25

TO APPROVE BUDGET TRANSFERS TO THE 2025 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

<i>Fund</i>	<i>Account No.</i>	<i>Title</i>	<i>Amount</i>
General	A1220-131003	FROM: CLERK PART TIME	\$ 3,000.00
General	A1220-132003	TO: EVENTS/MEDIA ADMIN STIPEN	\$ 3,000.00
General	A1315-160005	TO: ACCOUNTANT, FULL TIME	\$ 71,000.00
General	A1315-180004	FROM: DEPUTY COMPTROLLER	\$ 71,000.00
General	A1315-4300	FROM: MISCELLANEOUS EXPENSES	\$ 190.00
General	A1315-4403	TO: COMPT MEMEBERSHIP DUES	\$ 190.00
General	A1330-4100	FROM: TAX OFFICE SUPPLIES	\$ 11.90
General	A1330-4400	TO: TAX REPR/MACH CONTRACT	\$ 11.90
General	A1410-4100	TO: TWN CLRK OFFICE SUPPLIES	\$ 538.48
General	A1410-4202	FROM: INFORMATIONAL MAILERS	\$ 1,035.77
General	A1410-4300	TO: CONFERENCE/TRAINING	\$ 962.62
General	A1410-4326	FROM: TWN CLRK LEGAL NOTICES	\$ 962.62
General	A1410-4400	TO: TWN CLRK REPAIR/MACH CONTR	\$ 497.29
General	A1490-130011	FROM: .30 ACCOUNT CLERK	\$ 15,401.00
General	A1490-150011	TO: CONF SECR TO DIRECTOR OF DPW	\$ 15,401.00
General	A1490-4163	TO: SAFTEY CLOTHING SUPPLIES	\$ 32.00
General	A1490-4300	TO: DPW CONFERENCES	\$ 630.00
General	A1490-4801	FROM: DPW SOFTWARE & SUPPLIES	\$ 662.00
General	A1620-4104	FROM: ELEVATOR MAINTENANCE	\$ 2,949.85
General	A1620-4601	TO: PREVENATIVE MAINT & SUPPLY	\$ 2,949.85
General	A1670-4701	FROM: CENTRAL MAILING	\$ 2,277.00
General	A1670-4702	TO: PRINTING CODE VOUCH MAPPS	\$ 2,277.00
General	A1680-4270	FROM: MISCELLANEOUS EXPENSES	\$ 150.00
General	A1680-4300	TO: CONFERENCES	\$ 100.00
General	A1680-4401	TO: SUBSCRIPTIONS	\$ 50.00
General	A2540-110013	FROM: BINGO INSPECTOR	\$ 5,000.00
General	A3120-4100	FROM: POLICE OFFICE SUPPLIES	\$ 374.63
General	A3120-4204	TO: POLICE DIESEL GENERATOR	\$ 374.63
General	A3120-4302	FROM: PATROL MAINT & REPAIR	\$ 0.50

General	A3120-4316	TO: EMERGENCY GENERATOR	\$	0.50
General	A3310-4500	TO: TRAFFIC CONTROL ELECTRIC	\$	347.55
General	A3310-4115	FROM: TRAFFIC SAFTEY LIGHTS & CONES	\$	200.00
General	A3310-4163	TO: SAFETY CLOTHING SUPPLIES	\$	200.00
General	A3310-4600	FROM: TRAFFC CONTROL HEAT	\$	347.55
General	A3510-4120	TO: ANIMAL SHELTER	\$	4,500.00
General	A3510-4270	FROM: MISCELLANEOUS EXPENSES	\$	4,500.00
General	A3620-4163	TO: SAFETETY CLOTHING SUPPLIES	\$	200.00
General	A3620-4602	FROM: SAFETY SUPPLIES	\$	200.00
General	A5132-4022	TO: ENGINEERING FEES GARAGE	\$	10,000.00
General	A5132-4600	FROM: HWY GARAGE HEAT	\$	10,000.00
General	A6772-110019	TO: SENIOR PROGRAM VAN DRIVER	\$	8,000.00
General	A6772-121019	TO: CLERK PT	\$	7,000.00
General	A6772-127019	FROM: RECREATION LEADER PT	\$	15,000.00
General	A6772-4600	FROM: HEAT	\$	571.68
General	A6772-4902	TO: HVAC & FIE ALARMS MAINTENANCE	\$	571.68
General	A7110-2000	TO: PARKS EQUIP/FACILITIES	\$	7,920.96
General	A7110-4145	TO: PRKS MACHINERY REPAIR	\$	2,146.13
General	A7110-4152	TO: PARKS DUMPSTER RENTAL	\$	1,034.57
General	A7110-4153	FROM: PARKS IMPROVEMENTS	\$	3,956.68
General	A7110-4163	TO: SAFETY CLOTHING SUPPLIES	\$	775.98
General	A8189-4163	TO: SAFETY CLOTHING SUPPLIES	\$	92.00
General	A8189-4270	FROM: MISCELLANEOUS EXPENSES	\$	92.00
General	A8720-110013	TO: BINGO INSPECTOR	\$	5,000.00
General	A8810-2000	FROM: EQUIPMENT	\$	7,920.96
Highway	DA5130-4163	TO: SAFETY CLOTHING SUPPLIES	\$	323.75
Highway	DA5130-4711	FROM: HWY SIDEWALK REPAIR	\$	1,104.52
Highway	DA5130-4709	TO: HWY MACHINERY MISC EXP	\$	1,104.52
Highway	DA5130-4712	FROM: HWY GREASE OIL LUBRICNTS	\$	323.75
Highway	DA5140-4304	FROM: FUEL BRUSH & WEED	\$	836.88
Highway	DA5140-4163	TO: SAFETY CLOTHING SUPPLIES	\$	836.88
Sewer Dist 2	S28110-4163	TO: SAFETY CLOTHING SUPPLIES	\$	25.60
Sewer Dist 2	S28110-4300	TO: S2 CONFERENCES/TRAINING	\$	4,613.10
Sewer Dist 2	S28110-4855	FROM: S2 PAYING AGENT FEES	\$	4,638.70
Sewer Dist 2	S28130-150083	TO: WWTP MECHANIC	\$	69,151.88
Sewer Dist 2	S28130-150084	FROM: WWTP OPERATOR	\$	6,389.47
Sewer Dist 2	S28130-155084	FROM: SEWER LABORER FT	\$	62,762.41
Sewer Dist 7	S78120-100083	TO: .05 W&S MAINT SUPERVISOR	\$	3,574.00

Sewer Dist 7	S78120-110096	FROM: .05 MEO CREW LEADER	\$	3,574.00
Water Dist 3	W38310-4163	TO: SAFETY CLOTHING SUPPLIES	\$	12.80
Water Dist 3	W38310-4270	FROM: MISCELLANEOUS EXPENSES	\$	12.80
Water Dist 3	W38320-4163	TO: SAFETY CLOTHING SUPPLIES	\$	30.00
Water Dist 3	W38320-4270	FROM: MISCELLANEOUS EXPENSES	\$	30.00
Water Dist 3	W38340-100093	FROM: .10 MEO CREW LEADER	\$	7,148.00
Water Dist 3	W38340-140093	TO: .10 W&S MAINTSUPERVISOR	\$	7,148.00
Water Dist 3	W38340-4163	TO: SAFETY CLOTHING SUPPLIES	\$	74.40
Water Dist 3	W38340-4270	FROM: MISCELLANEOUS EXPENSES	\$	74.40
Water Dist 5	W58320-4305	TO: W5 AUTO MAINT & REPAIR	\$	1,569.83
Water Dist 5	W58320-4879	FROM: W5 INSTRMNT PUMP MAINT	\$	1,569.83
Water Dist 5	W58340-100096	TO: .60 W&S MAINT SUPERVISOR	\$	42,888.00
Water Dist 5	W58340-110095	FROM: .60 MEO CREW LEADER	\$	42,888.00

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 301.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 22, 2025

TO: Mollie Collins – Town Supervisor

FROM: Rotterdam PD

TITLE OF REQUEST: Accept grant money from the Governor's Safety Committee for Police Traffic Services

TOWN BOARD MEETING: September 24, 2025

Background Information: Every year the Governor's Safety Committee has Traffic Service grants and programs to apply for.

Evaluation/Analysis: This year the Rotterdam Police Department has been awarded a total of \$13,500 for the Seat Belt Mobilization Enforcement and Regular PTS Enforcement.

Recommendation(s): Authorize the Supervisor to accept the grant awarded to the Rotterdam Police Department and sign all documents associated.

Attachment/Document(s): Acceptance letter, contract.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 25, 2025

Jeffrey Collins
Lieutenant
Rotterdam Town Police Department
101 Princetown Road
Schenectady, NY 12306-1543

Re: PTS-2026-Rotterdam Town PD -00128-(047)
Police Traffic Services
T007402
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2025

Dear Lieutenant Jeffrey Collins:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Rotterdam Town Police Department has been awarded a total of \$13,500 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$3,000
Regular PTS Enforcement	\$10,500
Other Than Personal Services	\$0
Grand Total	\$13,500

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, **and** signed by, the New York State Governor's Traffic Safety Committee.

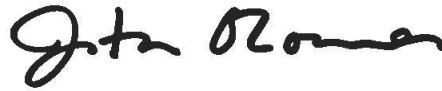
Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

TrafficSafety.ny.gov

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor". The signature is fluid and cursive, with the first name "Justin" and last name "O'Connor" clearly distinguishable.

Justin O'Connor
Director

JMO:bp
Enclosure
cc: Kyle Girard

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228	BUSINESS UNIT/DEPT. ID: DMV01/3700393 CONTRACT NUMBER: T007402 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: ROTTERDAM TOWN OF	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods) ☐ Amendment (list periods)
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: [REDACTED] Federal Tax ID Number: [REDACTED]	PROJECT NAME: Police Traffic Services - PTS (PTS-2026-Rotterdam Town PD -00128-(047)) ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.600
CONTRACTOR PRIMARY MAILING ADDRESS: 1100 SUNRISE BLVD SCHENECTADY, NY 12306 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address 1100 SUNRISE BLVD SCHENECTADY, NY 12306 CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address 101 PRINCETOWN ROAD SCHENECTADY, NY 12306 CONTRACTOR PRIMARY E-MAIL ADDRESS: jcollins@rotterdamny.org	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 10/01/2025 To: 09/30/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i> CURRENT: \$13,500 AMENDED: FUNDING SOURCE(S) ☐ State ☒ Federal ☐ Other
---	---

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☒ Appendix A

☒ Attachment A:

☒ Attachment B:

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting

☐ Other:

☒ A-1 Agency Specific Terms and Conditions

☒ A-2 Program Specific Terms and Conditions

☒ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ B-1 Expenditure Based Budget

☐ B-2 Performance Based Budget

☐ B-3 Capital Budget

☐ B-4 Net Deficit Budget

☐ B-1(A) Expenditure Based Budget (Amendment)

☐ B-2(A) Performance Based Budget (Amendment)

☐ B-3(A) Capital Budget (Amendment)

☐ B-4(A) Net Deficit Budget (Amendment)

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

¹ For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any

county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real

property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the

terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
- (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
- (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash

and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the New York State Governor's Traffic Safety Committee and any report on the results of such testing must be satisfactory to the New York State Governor's Traffic Safety Committee.

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in

lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.
4. The Signature page with the original "wet" signatures must be mailed to:
New York State Governor's Traffic Safety Committee
Attn: Contract Coordinator
6 Empire State Plaza, Room 410
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

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Signature page follows on next page.

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:

ROTTERDAM TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Governor's Traffic Safety Committee

By: _____

Mary Arthur

Printed Name

Title: Program Manager

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3- a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property

must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY

CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS**

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

Notices to the Contractor shall be addressed to:

Jeffrey Collins
Lieutenant
Rotterdam Town Police Department
101 Princetown Road
Schenectady, NY 12306

or

Email: jcollins@rotterdamny.org

End of Attachment A-1 – Agency Specific Terms and Conditions

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

GRANT MODIFICATIONS - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in the Attachment D (Payment and Reporting) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachment section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

REPORTING - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:

The contractor must provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee at gtsc@dmv.ny.gov.

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the two-week Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization, grant funding can **only** be used to conduct occupant restraint enforcement.

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- Seat belt and child restraint violations.
- Speeding violations.
- Aggressive driving violations.
- Distracted driving violations.
- No Empty Chair enforcement initiatives (all five days of enforcement campaign).
- Pedestrian safety violations.
- Motorcycle safety violations.
- Passing stopped school buses violations and Operation Safe Stop participation.
- Participation in other special enforcement campaigns identified by the GTSC.
- Routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

End of Attachment A-2 - Program Specific Terms and Conditions

ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using

Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws

**ATTACHMENT B
BUDGET**

Budget Type: B-1 Expenditure Based Budget

Contract Periods

Contract Type: **Fixed Term Agreement**

Contract Term: **10/01/2025 to 09/30/2026**

Contract Amount: **\$13,500.00**

Contract Period Information Details

For Fixed Term contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2025 - 09/30/2026	\$13,500.00			X	X

**ATTACHMENT B-1
EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Police Traffic Services - PTS
(PTS-2026-Rotterdam Town PD -00128-(047))

CONTRACTOR NAME: ROTTERDAM TOWN OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2025
To: 09/30/2026

Personal Services:

Number of Seat Belt Mobilization Enforcement Hours (During May 18 through May 31), and hourly pay rate.¹

Number of Hours	Hourly Rate	Total Personal Services
40	\$75.00	\$3,000.00

Number of regular PTS Enforcement Hours and hourly pay rate.¹

Number of Hours	Hourly Rate	Total Personal Services
140	\$75.00	\$10,500.00

¹Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar.
However, agency must request reimbursement for actual officer pay rates.
GTSC does not reimburse fringe benefits costs on overtime.

Other Than Personal Services

Other costs must be related to grant activity. Each item must be listed separately and justified, or it will not be considered for funding.

Item	Justification	Item Cost

Total Other Than Personal Services: \$0.00

Total Funding Request: \$13,500.00

**ATTACHMENT C
WORK PLAN
SUMMARY**

PROJECT NAME: Police Traffic Services - PTS
(PTS-2026-Rotterdam Town PD -00128-(047))

CONTRACTOR NAME: ROTTERDAM TOWN OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2025
To: 09/30/2026

General:

Police Traffic Services (PTS) funding is intended to be used for supplemental, overtime traffic enforcement/engagement hours by police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-2 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" Campaign:

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)", is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization that will take place May 18 – May 31, 2026. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization.

Regular PTS Enforcement:

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency's crash reduction goals.

CLICK IT OR TICKET

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

No other enforcement activities will be funded during the two-week mobilization period.

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 18 – May 31, 2026. ☒
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 14, 2026—two weeks after conclusion of the Click It or Ticket mobilization. ☒
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 1, 2026. ☒
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? 6
5. This agency will plan inter-agency enforcement details: Yes ☒ No ☐
If yes, list at least one partner agency:
Schenectady County Sheriffs Department
6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes ☒ No ☐
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:
Yes ☒ No ☐
8. In the space below, provide information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.

The Rotterdam Police Department uses several different tactics for locating and enforcing seatbelt violations in our identified locations. First, for dedicated road checks, we use hidden spotters who are able to identify violations before driver's reach the checkpoint. These violations are called into the check for inspection. Secondly, we will assign two officers to one vehicle, so the passenger is able to safely view violations and report them to the driver. Lastly, RPD has many certified bicycle officers who are travel along cars stopped in traffic, to easily identify violations. That officer then radios marked vehicles to initiate a traffic stop.

Earned media refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. **Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>**

9. This agency will conduct earned media efforts prior to or during the 2026 Click It or Ticket enforcement mobilization Yes ☒ No ☐

List outreach:

Department Facebook, Instagram, and Website

10. Provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety

Committee at gtsc@dmv.ny.gov.

YES, we will incorporate this ☒

End of Click It or Ticket Work Plan

REGULAR PTS

Location 1

1. **Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

NYS Rt 7 (Curry Rd.) between the 5 Corners intersection (Duanesburg Rd.) and Altamont Ave. This is a highly traveled road through our Town that is lined with commercial buildings. This roadway is utilized by both passenger and commercial vehicle traffic, bicycles, and pedestrians. Curry Rd. has the highest accident percentage in town at 14.7% (87). 15% of our personal injury accidents (13) occurred in this area.

2. **What is/are the primary contributing factor(s) causing these crashes?**

Driver Inattention/Distracted and Following Too Closely (37%) 32 and Failure to Yield the Right of Way (22%) 19.

3. **When are these crashes occurring (time of day, day of week)?**

When analyzing the data, it shows that we have a high accident rate on Tuesday between 3p-7p on this roadway (14% -12). Tuesday showed our highest crashes at 22, but other days were similar Mon - 10, Wed -15, Thursday -12, Friday - 17, Saturday -10, and Sunday 7. Crash rates for all days were highest between 3pm-7pm.

4. **Enforcement Strategy: How will you deploy agency resources to address this problem?**

Both stationary and roving patrols will be implemented to focus upon our identified causes listed above. Data shows that these times should be focused between 11am-7pm.

5. **The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

Our goal is to reduce total crashes by 5% and reduce PI crashes by 10%

Location 2

1. **Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

Altamont Ave between Curry Rd. and Chrysler Ave. This is our main commercial district with heavy vehicle and pedestrian traffic. This section of roadway accounts for 13% of total accidents (77) and 15% of personal injury accidents (13).

2. **What is/are the primary contributing factor(s) causing these crashes?**

Driver Inattention/Distracted and Following Too Closely are the contributing factors for 25% of the accidents on this roadway (20). Failing to yield the right of way also accounted for 24% of the accidents at (19).

3. **When are these crashes occurring (time of day, day of week)?**

Crash data shows that our highest accident rate on this roadway in Friday between 3pm-7pm (9% -7), but accidents are mostly consistent from Monday-Saturday showing the highest rates between 11am-7pm. Daily accident rates are Mon - 9, Tuesday -11, Wednesday -13, Thursday -12, Friday -15, Saturday -11, and Sunday -5.

4. **Enforcement Strategy: How will you deploy agency resources to address this problem?**

Both stationary and roving patrols will be utilized to focus on the above mentioned contributing factors. Assignments will be effective Mon-Sat from 11am-7pm.

5. **The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

Our goal is to reduce total crashes by 5% and reduce PI crashes by 10%

Location 3

1. **Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any crash hotspot within your jurisdiction like an intersection or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance.**

Hamburg St. (Rt. 146). Hamburg St. is another business district within our Town that has heavy vehicular and pedestrian traffic. Hamburg St. is a connection point between the City of Schenectady and Thruway (Exit 25). Hamburg St. accounts for 6% (33) of the accidents within Rotterdam.

2. **What is/are the primary contributing factor(s) causing these crashes?**

30% (10) of accidents on Hamburg St. are caused by Driver Inattention/Distracted.

3. **When are these crashes occurring (time of day, day of week)?**

Data reveals that crash times are highest on Friday and Saturday from 7am-7pm. 39% (13) accidents occurred during this window.

4. **Enforcement Strategy: How will you deploy agency resources to address this problem?**

Both stationary and roving patrols would be implemented to focus on driver inattention/distracted as well as aggressive driving. Primarily targeted would be the times mentioned above, but 11am-7pm on all days would benefit safety on the roadway.

5. **The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal for this location in a percentage or total number.**

Our goal is to reduce total crashes by 5% and total PI crashes by 10%.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR; ☐

TSSR; ☐

TraCS; ☒

County Crash Dashboard; ☒

Agency Data; ☒

Other: ☐

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

Distracted Driver Campaigns; ☒

Operation Safe Stop; ☒

No Empty Chair; ☒

Pedestrian Safety Enforcement Mobilization; ☐

Speed Awareness Enforcement Mobilization; ☒

Regional or multi-agency enforcement waves that support GTSC goals (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.) ☒

End of Regular PTS Work Plan

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Seat Belt Mobilization	05/18/2026 – 05/31/2026	07/01/2026
4	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
5	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	05/18/2026 – 05/31/2026	06/14/2026
3	Work Plan Based	10/01/2025 – 09/30/2026	10/15/2026

E. Special Payment and Reporting Provisions

Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation by the due dates listed in this Attachment D (Payment and Reporting).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be uploaded in eGrants in the attachments section of the claim by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Reports:

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in **addition** to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 14, 2026, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated

progress report is submitted.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

End of Attachment D - Payment and Reporting

RESOLUTION NO. 302.25

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

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

KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 23, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner *PC*

TITLE OF REQUEST: Award General Construction Contract for Kiwanis International Water Park Waterfront Access Improvements Project

TOWN BOARD MEETING: September 24, 2025

Background Information: The Town of Rotterdam is in receipt of a \$225,000 grant from the Local Waterfront Improvement Grant for the Design and Construction of Kiwanis Park Waterfront Access Improvements.

Evaluation/Analysis: Grant funds are being administered by the Department of State and need to meet their requirements. Town Board released of bid documents on July 9, 2025 for construction of improvements to Kiwanis Park. Five (5) bids were received for Contract #1 – General Construction. Bids were reviewed by the project engineer.

Recommendation(s): Based upon the review of the bids submitted and the qualifications of the low bidder the Town Board should award Contract #1 to Carver Construction, Inc. in the amount of \$255,174 and authorize the Town Supervisor to execute all documents associated with this contract.

Attachment/Document(s): Bid tabulation Contract #1 – General Construction
Recommendation of Award Letter September 16, 2025

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



September 16, 2025

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Kiwanis International Park Waterfront Improvements Project
Contract No. 1 – General Construction
Recommendation of Award

File: 904.047.002

Dear Town of Rotterdam:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids submitted for the referenced project and the certified bid tabulation is attached for your review. Five (5) bids were submitted for Contract No. 1 – General Construction.

Based on our review of the bids submitted and qualifications of the low bidder, B&L recommends the award for Contract No. 1 to Carver Construction, Inc. in the amount of \$255,174.

If you have any question, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Chris Bertram', written over a light blue circular stamp.

Christian M. Bertram
Christian Bertram, P.E.
Senior Managing Engineer

CMB/ras

Enclosures: Contract No. 1 Bid Tabulation

BID TABULATION



Owner: Town of Rotterdam
Project: Kiwanis International Park Waterfront Access Improvements Project
Contract: Contract No. 1 - General Construction
Bid Opening: August 19, 2025 at 2:00 PM
Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306

				Peter Luizzi & Bros Contracting Inc. 857 1st Street Watervliet, NY 12189		AMZ Construction Services Inc. 1234 Main Street PO Box 232 Rotterdam Junction, NY 12150		Wm. J. Keller & Sons Construction Corp. 1435 Route 9 Castleton, NY 12033		Carver Construction, Inc. 26 Corporate Circle Albany, NY 12203		James H. Maloy Inc. P.O. Box 11016 Loudonville, NY 12211	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Contract No. 1 - General Construction		1	LS	\$ 299,100.00	\$ 299,100.00	\$ 345,900.00	\$ 345,900.00	\$ 263,889.00	\$ 263,889.00	\$ 255,174.00	\$ 255,174.00	\$ 286,000.00	\$ 286,000.00
TOTAL BID					\$ 299,100.00		\$ 345,900.00		\$ 263,889.00		\$ 255,174.00		\$ 286,000.00
00 43 13: BID BOND				5%		5%		5%		5%		5%	
00 45 19: NON-COLLUSIVE BIDDING CERTIFICATION				✓		✓		✓		✓		✓	
00 45 34: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓		✓		✓		✓		✓	
00 45 35: SEXUAL HARASSMENT PREVENTION CERTIFICATION				✓		✓		✓		✓		✓	
00 45 45: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION				✓		✓		✓		✓		✓	
00 45 54: CERTIFICATION REGARDING LOBBYING				✓		✓		✓		✓		✓	

				AVERAGE BID PRICE	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Contract No. 1 - General Construction		1	LS	\$ 290,012.60	\$290,012.60
TOTAL BID					\$ 290,012.60
00 43 13: BID BOND					
00 45 19: NON-COLLUSIVE BIDDING CERTIFICATION					
00 45 34: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION					
00 45 35: SEXUAL HARASSMENT PREVENTION CERTIFICATION					
00 45 45: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION					
00 45 54: CERTIFICATION REGARDING LOBBYING					

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

Carver Construction, Inc.

SECTION 00 41 16.01

BID FORM - GENERAL

KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS
Contract No. 1 – General Construction

SUBMITTED BY:

Carver Construction, Inc.
26 Corporate Circle
Albany, NY 12203

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>07/18/25</u>
<u>2</u>	<u>08/07/25</u>
<u>3</u>	<u>08/08/25</u>
<u>4</u>	<u>08/13/25</u>

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT NO. 1 – ELECTIVE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
1.01	General Construction	1	LS	\$ 255,174. ⁰⁰	\$ 255,174. ⁰⁰
		1	LS		

5.02 Items additive to the Base Bid shall be represented in figures thus: \$1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: (\$1,234.00)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work and Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Carver Construction, Inc.

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and E-mail Address:

Bidder's Federal
Employer Identification
Number (FEIN)

(For NYS Department of Labor reporting of Successful Bidder only)

SECTION 00 43 13

BID SECURITY FORM

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

BIDDER (Name and Address):

Carver Construction, Inc.
26 Corporate Circle
Albany, New York 12203

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

The Hanover Insurance Company
440 Lincoln Street
Worcester, Massachusetts 01653

OWNER (Name and Address):

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

BID

Bid Due Date: August 19, 2025

Description (Project Name— Include Location): Kiwanis International Park Waterfront Access Improvements Project,
Contract No. 1 - General Construction

BOND

Bond Number: N/A

Date: August 18, 2025

Penal sum Five Percent of Attached Bid \$ (5%)

(Words)

(Figures)

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

BIDDER

SURETY

Carver Construction, Inc.

(Seal)

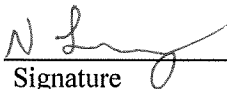
The Hanover Insurance Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:



Signature

By:



Signature (Attach Power of Attorney)

Nick Laraway

Print Name

Jaymie P. Columbus

Print Name

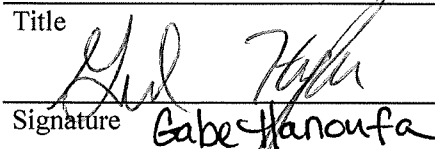
Executive Director

Title

Attorney-in-Fact

Title

Attest:



Signature

Title Estimator

Witness:
Attest:



Signature

Title Kayley Klinkel, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF Albany } ss

On this 19th day of August, 2025, before me personally appeared Nick Laraway to me known, who, being by me first duly sworn, did depose and say that he/she resides in Schenectady, NY; that he/she is the Executive Director of Carver Construction, Inc.

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Melissa K. Vivenzio
Notary Public

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

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the The Hanover Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the The Hanover Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 18th day of August, A.D. 2025.

Kayley Klinkel
Notary Public, State of New York
Reg. No. 01KL0014828
Qualified in Schenectady County
Commission Expires 10/24/2027

[Signature]
Notary Public

The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2024

ASSETS

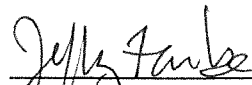
Cash in Banks (Including Short-Term Investments).....	\$	163,244,951
Bonds and Stocks.....	\$	8,489,361,280
Other Admitted Assets.....	\$	<u>2,697,333,556</u>
Total Admitted Assets.....	\$	<u>11,349,939,787</u>

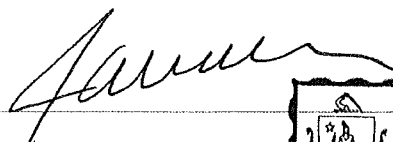
LIABILITIES, CAPITAL AND SURPLUS

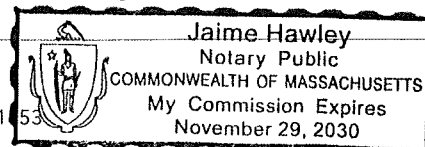
Reserve for Unearned Premiums.....	\$	2,581,837,191
Reserve for Loss and Loss Expense.....	\$	5,197,561,025
Reserve for Taxes.....	\$	14,527,726
Funds Held Under Reinsurance Treaties.....	\$	1,440,729
Reserve for all Other Liabilities.....	\$	592,107,679
Capital Stock - \$1.00 Par.....	\$	5,000,000
Net Surplus.....	\$	<u>2,957,465,437</u>
Policyholders' Surplus.....	\$	<u>2,962,465,437</u>
Total Liabilities, Capital and Surplus.....	\$	<u>11,349,939,787</u>

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2024.


Jeffrey Farber
Assistant Treasurer





THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Jaymie P. Columbus, Michael J. Grasso, Kimberly A. Ritchie and/or Kayley Klinkel

Of Arthur J. Gallagher & Co of Albany, NY each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed One Hundred Million and No/100 (\$100,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

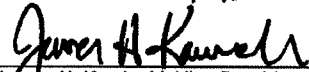
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

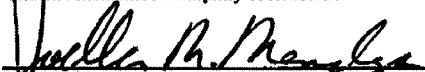
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of August, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

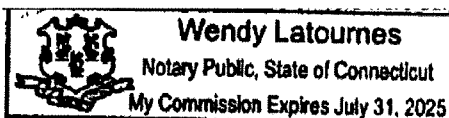

James H. Kawlecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 29th day of August, 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 18th day of August 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John Rowedder, Vice President

September 24, 2025
Page 184

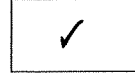
SECTION 00 43 93

BID SUBMITTAL CHECKLIST

Section 00 41 16, Bid Form - General. All blanks appropriately filled in ink with both words and figures, and signed where applicable.



Section 00 43 13, Bid Security Form. Execute and attach Bid security.

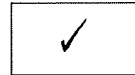


State and Federal requirements: Each of the following forms must be complete and executed:

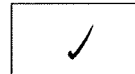
Section 00 45 19, Non-Collusive Bidding Certification. Requires Bidder's Signature.



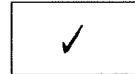
Section 00 45 34, Iranian Energy Sector Divestment Certification. Requires Bidder's signature.



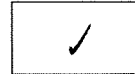
Section 00 45 35, Sexual Harassment Prevention Certification. Requires Bidder's signature.



Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification. Requires Bidder's signature.



Section 00 45 54, Certification Regarding Lobbying. Requires Bidder's signature.



++ END OF SECTION ++

SECTION 00 45 19

NON-COLLUSIVE BIDDING CERTIFICATION

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

FIRM: Carver Construction, Inc.
By: Nick Laraway
Title: Executive Director

(CORPORATE SEAL IF ANY)

++ END OF SECTION ++

04.25
904.047.002

NON-COLLUSIVE BIDDING CERTIFICATION
00 45 19-1

SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:
 - a) “By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

N. Laranway Executive Director
Signature Nick Laranway Title

Carver Construction, Inc. 08/19/2025
Company Name Date

State of New York)
County of Albany) SS:

On this 19th day of August, 2025, before me personally came and appeared Nick Laranway to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

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

END OF SECTION

SECTION 00 45 35

SEXUAL HARASSMENT PREVENTION CERTIFICATION

By Submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of that person's knowledge and belief:

- (1) In accordance with State Finance Law 139-L, bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace;
- (2) Bidder provides annual sexual harassment prevention training to all of its employees;
- (3) Bidders sexual harassment policy, at a minimum, meets the requirements of section 201-G of the State Labor Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: Carver Construction, Inc.

By: N. Laraway
Nick Laraway
(Please type or print name)

Title: Executive Director

Any bid made by a corporate bidder for work or services shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of this certificate.

++ END OF SECTION ++

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

- A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
- B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.
- C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM: Carver Construction, Inc.

By: N. Laraway

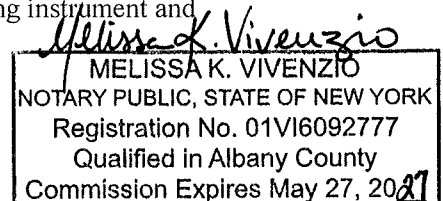
Title: Nick Laraway: Executive Director

(CORPORATE SEAL IF ANY)

STATE OF New York)
COUNTY OF Albany) SS:

On this 19th day of August, 2025, before me personally came and appeared Nick Laraway to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION



SECTION 00 45 54
CERTIFICATION REGARDING LOBBYING

04.25
904.047.002

CERTIFICATION REGARDING LOBBYING
00 45 54-1

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CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

Carver Construction, Inc.
NAME OF APPLICANT

Kiwanis International Park Waterfront Access
AWARD NUMBER AND/OR PROJECT NAME

Nick Jaraway : Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

NJ
SIGNATURE

08/19/25
DATE

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Carver Construction, Inc.

(NAME OF CORPORATION)

"Resolved that **Nick Laraway**, **Executive Director**
(Person Authorized to Sign) (Title)

of **Carver Construction, Inc.** authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

Kiwanis International Park Waterfront Access Improvements - Town of Rotterdam

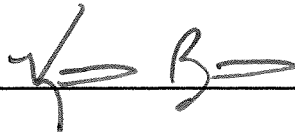
and to include in such bid the certificate as to non collusion, and for any inaccuracies or
misstatements in such certificate this corporate Bidder shall be liable under penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

Carver Construction, Inc.

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the **15th** day of **April**, **2025**

By 

Title **Kenneth Barth / Corp. Secretary**

26 Corporate Circle, Albany, NY 12203
Incorporated in the State of New York

(SEAL)

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

WE ARE YOUR DOL



Department
of Labor

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

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Carver Construction Inc.

DBA: Carver Construction

2170 River Rd

Coeymans, New York 12045

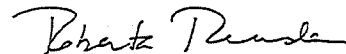
Phone Number: 5183556034

Registration Number: 24-634S9-CR

Date of Issue: 2024-12-02

Expiration Date: 2026-12-29

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

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon
Commissioner

New York State Department of
Labor



**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carver Construction, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 26 Corporate Circle 6 City, state, and ZIP code Albany, NY 12203	Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
1	4	-	1	7	1	6	4	7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Melissa K. Vivenzio</i>	Date <i>03/10/2025</i>
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner Coeymans Landing Riverfront Park/ Town of Coeymans				Award Date 4/19/2022	Amount \$1,346,645.00	Date Completed 9/30/2023
	Contact Person George McHugh		Telephone No. (518) 756-6006	Designer Architect and /or Design Engineer MJ Engineering and Land Surveying, P.C.			
	Contract No. 1079.007	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner Yates Village II LLC/Pennrose, LLC				Award Date 11/5/2021	Amount \$6,806,790.97	Date Completed 3/31/2024
	Contact Person Adam Kinkel		Telephone No. (203) 515-609#	Designer Architect and /or Design Engineer Wallace Roberts & Todd, LLC			
	Contract No. J6205132	Prime or Sub Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner City of Saratoga Springs				Award Date 9/7/2021	Amount \$3,113,589.24	Date Completed 11/30/2023
	Contact Person John Campbell		Telephone No. (518) 605-3224	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 2021-16	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner NYS Rt 43 Water Improvements/ Town of North Greenbush				Award Date 3/19/2021	Amount \$3,729,281.29	Date Completed 12/20/23
	Contact Person Edwin Droz		Telephone No. (518) 458-7112	Designer Architect and /or Design Engineer Laberge Group			
	Contract No. 2016036	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner Raw Water Transmission Upgrades-Phase 1 / MVWA				Award Date 3/23/2022	Amount \$5,383,319.80	Date Completed 9/20/2024
	Contact Person Jason Pledger		Telephone No. (315) 956-6604	Designer Architect and /or Design Engineer Ramboll Americas Engineering Solutions, Inc.			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Columbia Street / City of Cohoes - Dept. Of Public Works			Award Date 10/1/2021	Amount \$4,829,867.21	Date Completed 12/06/23
	Contact Person Emily Carlson		Telephone No. (518) 250-7303	Designer Architect and /or Design Engineer Arcadis		
	Contract No. 30056290	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner Scotia Glenville MHBH Trail / Town of Glenville			Award Date 8/10/2023	Amount \$802,133.09	Date Completed 5/31/2024
	Contact Person Anthony Christian		Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		
	Contract No. n/a	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner City of Schenectady/Jerry Burrell Park			Award Date 12/12/2022	Amount \$1,322,888.71	Date Completed 7/19/2024
	Contact Person Christopher Wallin		Telephone No. (518) 382-5082	Designer Architect and /or Design Engineer City of Schenectady Dept of Engineering		
	Contract No. 2022-264	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner Clinton North & Barrett Street / Metroplex Development Corp.			Award Date 3/1/2023	Amount \$1,286,649.65	Date Completed 9/25/2024
	Contact Person Christopher Dooley or Traci Sousa		Telephone No. (518) 371-0799	Designer Architect and /or Design Engineer M.J. Engineering and Land Surveying, P.C.		
	Contract No. 617.49	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner Gateway Mobility Hub for CDTA			Award Date 9/6/2022	Amount \$3,328,997.52	Date Completed 04/19/2024
	Contact Person Curtis Taylor		Telephone No. (518) 892-7726	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP		
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner CDTA 2024 Bus Station Infrastructure Improvements					Award Date 4/24/2024	Completion Date 5/31/2025
	Contact Person Kevin McAlonen		Telephone No. (518) 446-0396	Designer Architect and /or Design Engineer Creighton Manning Engineering, LLP			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$2,973,145.00	Amount Sublet to others \$1,376,488.00		Uncompleted Amount \$1,088,408.68	
2.	Agency/Owner Mountain View Meadows / C&M Holdings					Award Date 7/23/2024	Completion Date 5/31/2025
	Contact Person Michael Robertson		Telephone No. (518) 899-5243	Designer Architect and /or Design Engineer Lansing Engineering			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,669,145.00	Amount Sublet to others \$0.00		Uncompleted Amount \$4,735,256.00	
3.	Agency/Owner Frankfort Water System Improvements					Award Date 11/17/2024	Completion Date 6/30/2025
	Contact Person Roy Richardson		Telephone No. (315) 457-520	Designer Architect and /or Design Engineer Barton & Logudice			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$6,613,145.00	Amount Sublet to others \$801,182.95		Uncompleted Amount \$1,034,703.01	
4.	Agency/Owner MVWA Raw Water Transmission Phase 2					Award Date 4/1/2019	Completion Date 12/31/2025
	Contact Person Dan Faldzinski / MVWA		Telephone No. (315) 792-0301	Designer Architect and /or Design Engineer Environmental Design & Research			
	Contract No. 1	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$9,434,145.00	Amount Sublet to others \$700,000.00		Uncompleted Amount \$9,434,145.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Replacement of CR 41 (Echer Hollow Road) Culvert					Award Date 10/15/2024	Completion Date 7/31/2025
	Contact Person Chuck Stanton		Telephone No. (315) 455-2000	Designer Architect and /or Design Engineer C&S Companies			
	Contract No. LD040438	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$629,145.00	Amount Sublet to others \$80,000.00		Uncompleted Amount \$629,145.00	
6.	Agency/Owner Voorheesville CSD Transportation Facility Site Work					Award Date 2/28/2024	Completion Date 4/30/2025
	Contact Person Marcus Altarac		Telephone No. (518) 479-4000	Designer Architect and /or Design Engineer Mosaic Associates Architects, DPC			
	Contract No. Site	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,138,883.00	Amount Sublet to others \$1,198,285.00		Uncompleted Amount \$933,980.53	
7.	Agency/Owner Houghtaling Island Sand Harvesting					Award Date 1/16/2024	Completion Date 1/28/2026
	Contact Person Devon Hinds		Telephone No. (518) 273-0870	Designer Architect and /or Design Engineer Dept of the Army, NY District, Corps of Engineers			
	Contract No. W912DS24C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$5,641,657.72	Amount Sublet to others \$0.00		Uncompleted Amount \$1,812,794.41	
8.	Agency/Owner CR 24 (Spier Falls Rd) Culvert Replacement / Saratoga County					Award Date 7/26/2024	Completion Date 6/30/2025
	Contact Person Greg Ball		Telephone No. (518) 885-2235	Designer Architect and /or Design Engineer CPL Architecture			
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount \$981,145.00	Amount Sublet to others \$249,978.21		Uncompleted Amount \$981,145.00	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE**

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Carver Construction

NYS Vendor ID: 1000043756

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Maintenance Dredging of Esopus Creek / US Army Corp of Engineers, NY District				Award Date 9/13/2024	Completion Date 9/12/2025
	Contact Person Michael McCue		Telephone No. (917) 790-8799	Designer Architect and /or Design Engineer US Army Corp of Engineers, NY District		
	Contract No. W912DS24B0	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$2,917,901.00	Amount Sublet to others \$0.00	Uncompleted Amount \$577,279.50	
10.	Agency/Owner Gloversville-Johnstown Joint Wastewater Treatment Facility Emergency Slope Repai				Award Date 10/7/2024	Completion Date 12/31/2024
	Contact Person Robert Jobin		Telephone No. (518) 898-9521	Designer Architect and /or Design Engineer Greenman Pedersen Inc.		
	Contract No. PO 14081-A	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$1,032,145.00	Amount Sublet to others \$0.00	Uncompleted Amount \$485,377.76	

Grand Total All Uncompleted Contracts	\$21,712,234.89
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Carver Construction Incorporated
PO Box 890, 2170 River Rd | Coeymans, NY 12045
Phone: 518-355-6034

References

Albany Hudson Electric Trail

- Christopher Cornwell, PE, GPI Cell (518) 852-4269

City of Schenectady Emergency Work

- Paul LaFond, City of Schenectady Cell (518) 378-0835

North Ferry Street Force Main

- Michael Miller, PE, CHA Cell (518) 369-8991

NYS Office of General Services Tire Abatement

- Mark Dore, PE, GPI Cell (518) 415-0505

Upper Washington Pressure Tank

- Rebecca Caldon, PE, City of Albany Cell (518) 410-9231

TW&A Construction Management

- Tom Wilson, Principal Cell (518) 694-6785

Tempel Lane Ext

- Edward Opatkiewicz, PE, GPI Cell (518) 424-7308

EJ Prescott Inc.

- Tadd Beatie Cell (518) 242-6115

Siena Fence Co. Inc.

- Jeremy Lawrence Cell (518) 509-3802

Stilsing Electric Inc.

- Mike Stilsing Cell (518) 376-0863

Zehr's Flowers and Landscaping

- Jory Proulx Office (315) 376-3086

Key Bank

- 66 South Pearl Street, Albany Office (518) 257-8415



Carver Construction, Inc.

26 Corporate Circle
Albany, NY 12203
(518) 355-6034 phone
AP: construction-ap@carvercompanies.com

Credit Reference Sheet

In Business since: 01/26/1989
Nature of Business: Construction
Tax ID #: 14-1716470
Duns #: 833117661

Officer:

Carver Laraway (President) 26 Corporate Circle, Albany, NY 12203 (518) 355-6034

Surety Reference:

The Hanover Insurance Company: 440 Lincoln Street, Worcester, MA 01653
Contact: Gallagher Insurance (Bond Manager) Jaymie Columbus
30 Century Hill Dr, Suite 200, Latham, NY 12110
Phone: (518) 391-2219 Email: jaymie_columbus@ajg.com

Bank Reference:

Key Bank, 66 South Pearl St., Albany, NY 12207, (518) 257-8415 phone, (866) 573-0101 fax
Contact: Joe Bucciero Email: Joe_Bucciero@keybank.com Account #329681366871

Suppliers References:

Core & Main, 1830 Craig Park Court, St. Louis, MO, 63146 (314) 995-9117
fax: (314) 432-8481 jaclyn.hailstone@coreandmain.com Account #203779

Everett J. Prescott, Inc., 198 Ushers Road, Round Lake, NY 12151 (518) 877-6737
fax: (518) 877-6740 helena.stewart@ejprescott.com Account #18336

JC Smith, Inc., 345 Peat St., Syracuse, NY 13210 (315) 428-9903
fax: (315) 428-9841 churley@jcsmithinc.com Account #003397

FW Webb Company, 106 Middlesex Turnpike, Bedford, MA 01730 (518) 472-9322
fax: (518) 472-9399 victoria.carrk@fwwebb.com Account #108463

www.carvercompanies.com

Carver Construction, Inc.

Equipment List - Large Equipment

Equip #	Make	Model	Description	Year	Condition
206	John Deere	544H	4-Wd Articulated Wheel Loader	2003	Fair
248	Kawasaki	7027	4-Wd Articulated Wheel Loader	2015	Good
249	Kawasaki	952V-2	4-Wd Articulated Wheel Loader	2002	Fair
263	Catepillar	906M	4-Wd Articulated Wheel Loader	2018	Good
284	Catepillar	930M	4-Wd Articulated Wheel Loader	2017	Good
287	Catepillar	938M	4-Wd Articulated Wheel Loader	2020	Excellent
293	Catepillar	930M	4-Wd Articulated Wheel Loader	2018	Good
23001	Catepillar	930M	4-Wd Articulated Wheel Loader	2022	Excellent
26012	Bobcat	WS24	Wheel Saw attachment for Loader	2022	Excellent
329	Catepillar	735B	Haul Truck	2014	Good
330	Catepillar	735B	Haul Truck	2014	Good
355	Catepillar	730	Haul Truck	2019	Excellent
365	Catepillar	730C2	Haul Truck	2019	Excellent
525	John Deere	80C	Crawler Mounted Hydraulic Excavator	2005	Fair
535	Link Belt	135	Crawler Mounted Hydraulic Excavator	2008	Fair
539	Link Belt	350 X3	Crawler Mounted Hydraulic Excavator	2011	Good
546	Catepillar	336E	Crawler Mounted Hydraulic Excavator	2012	Good
549	Catepillar	328DLCR	Crawler Mounted Hydraulic Excavator	2014	Good
550	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
552	Link Belt	235MSR	Crawler Mounted Hydraulic Excavator	2015	Good
555	Catepillar	336F	Crawler Mounted Hydraulic Excavator	2015	Good
564	Link Belt	145X3	Crawler Mounted Hydraulic Excavator	2016	Good
576	John Deere	250G LC	Crawler Mounted Hydraulic Excavator	2012	Good
580	Kobelco	SK140	Crawler Mounted Hydraulic Excavator	2019	Excellent
585	Catepillar	M315F	Wheel Mounted Hydraulic Excavator	2020	Excellent
590	John Deere	50G	Crawler Mounted Hydraulic Excavator	2020	Excellent
591	Catepillar	349FL	Crawler Mounted Hydraulic Excavator	2019	Excellent
597	John Deere	85G	Crawler Mounted Hydraulic Excavator	2018	Excellent
598	John Deere	210G LC	Crawler Mounted Hydraulic Excavator	2017	Excellent
5004	Catepillar	335	Crawler Mounted Hydraulic Excavator	2022	Excellent
5005	John Deere	75G	Crawler Mounted Hydraulic Excavator	2022	Excellent
615	John Deere	700J LT	Standard Crawler Dozer	2012	Good
622	Catepillar	D5K2 LGP	Lgp Crawler Dozer w/ GPS	2019	Excellent
623	John Deere	650K	Lgp Crawler Dozer	2016	Good
626	Catepillar	D6K LGP	Lgp Crawler Dozer	2020	Excellent
630	John Deere	700K LGP	Lgp Crawler Dozer	2022	Excellent
631	Catepillar	D6K LGP	Lgp Crawler Dozer	2023	Excellent
703	John Deere	410L	Tractor-Loader-Backhoe	2017	Excellent
704	John Deere	310SL	Tractor-Loader-Backhoe	2015	Good
1119	Bomag	BW-156DH-3	Roller	2012	Good
1133	Catepillar	CB36B	Roller	2016	Good
1136	Weller	P385B	Paver	2022	Excellent
1137	VT Leeboy	150/250	Tack Coat Tub	2020	Excellent
1139	Dynapac	CC4200	Double Drum Roller	2018	Excellent
1257	JLG	600S	Telescopic Manlift	2006	Fair
2207	Bandit		Chipper	2020	Excellent
2548	New Holland	C245	Compact Track Loader	2019	Excellent
2553	New Holland	C245	Compact Track Loader	2020	Excellent
2556	Catepillar	262D	Skid Steer Loader	2016	Good
2572	Catepillar	299D3	Compact Track Loader	2023	Excellent

(also have attachments, generators, compressors, lights, pressure washers, small tools, pumps, etc.)

And many more Trucks, trailers, haul trucks, loaders, excavators, dozers, backhoes, lifts, cranes, conveyors, welders, graders, skid steers, tractors, sweeper trucks, sweeper attachments, & milling attachments

WE ARE YOUR DOL



Kathy Hochul, Governor
Roberta Reardon, Commissioner

Apprenticeship Training Central Office
New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12226
ATCO@labor.ny.gov

March 21, 2024

Dear Thomas Marron:

I am writing in response to your email dated March 21, 2024 requesting verification of a NYS DOL approved apprenticeship program.

Our records indicate that Carver Construction Inc. (Skilled Construction Craft Laborer and Operating Engineer-Heavy Equipment programs) have an approved Apprenticeship program with the State of New York.

Please be advised that our revised regulations Part 601.8(d) requires sponsors to submit lists of signatory contractors at time of program application (for new programs) and at time of program recertification (for existing programs). A list of NYSDOL Registered Apprenticeship Programs may be found at the following web address: <https://dol.ny.gov/list-active-sponsors>

Thank you,

Apprenticeship Training Central Office



New York State VendRep System Vendor Responsibility For-Profit Construction (CCA-2) Form

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: CARVER CONSTRUCTION INC
Certifier's Name: Nick Laraway
Certifier's Title: COO
Certification Date: Oct 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling Upstate, Inc. 25 Mohawk Avenue Scotia NY 12302		CONTACT NAME: Kara Epperson PHONE (A/C, No, Ext): (518) 384-1100 FAX (A/C, No): (518) 384-0193 E-MAIL: kepperson@marshallsterling.com ADDRESS:	
INSURED Carver Construction, Inc. 2170 River Road P.O. Box 890 Coeymans NY 12045		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company NAIC # 42376 INSURER B: Wesco Insurance Company 25011 INSURER C: Great Divide Insurance Company 25224 INSURER D: Colony Specialty Insurance Company 36927 INSURER E: Merchants Mutual Insurance Company 23329 INSURER F: Pennsylvania Manufactures Indemnity 12262	

COVERAGES

CERTIFICATE NUMBER: CL2492772737

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			TPP107286509	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☒ Deductible: \$1,000		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY \$ 1,000,000				
C	☐ POLICY ☒ PRO-JECT ☐ LOC			CPL203597612	10/1/2024	10/1/2025	GENERAL AGGREGATE \$ 2,000,000
	OTHER: Contractors Pollution		PRODUCTS - COM/OP AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY			WPP182513905	10/1/2024	10/1/2025	POLLUTION LIABILITY LIMITS \$3M Occur/5M Aggr
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
E	☒ UMBRELLA LIAB	☒ OCCUR		CUP203597612	10/1/2024	10/1/2025	PROPERTY DAMAGE (Per accident) \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					PIP-Additional \$ 150,000
	☐ DED	☐ RETENTION \$ 10,000					EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		WMC3746525 (incl USL&H)	10/1/2024	10/1/2025	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N	N/A				☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
F	Excess Liability (2nd Layer)			34542902	10/1/2024	10/1/2025	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Inland Marine						
D				IM2555224	10/1/2024	10/1/2025	Each Occurrence \$5,000,000 Single Conveyance \$500,000 Deduct/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeanne Maloy/DWOOD

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ACORD 25 (2014/01)
INS025 (201401)

The ACORD name and logo are registered marks of ACORD

September 24, 2025
Page 207



February 4, 2025

Carver Construction, Inc.
c/o Carver Companies
2170 River Road, P.O. Box 890
Coeymans, NY 12045

RE: Worker's Compensation Experience Modification Rating

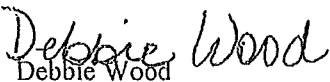
To Whom It May Concern:

Marshall + Sterling Upstate, Inc., is the insurance agent for Carver Construction, Inc. Please allow this letter to serve as confirmation of their Worker's Compensation Experience Modification Rate (EMR) for the following years:

Rating Effective Date	Experience Modification Rate
10/1/2024-2025	.91
10/1/2023-2024	1.11
10/1/2022-2023	1.03

Should you need any additional information, please do not hesitate to contact the Office.

Sincerely,


Debbie Wood

Assistant Client Services Specialist
Marshall + Sterling Upstate Inc.
25 Mohawk Avenue
Scotia, N.Y. 12302
dwood@marshallsterling.com



Carver Construction Inc.
26 Corporate Circle | Albany, NY 12203
Phone: (518) 355-6034

Equal Employment Opportunity & Anti-Harassment Policy Statement

(supersedes all prior versions – effective May 2025)

Carver Construction, Inc. ("Carver," "we," "us") is an Equal Opportunity Employer and federal contractor. We comply with **Executive Order 11246, Section 503 of the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act, the New York State Human Rights Law, and all other applicable federal, state, and local requirements**. Discrimination or harassment—whether actual or perceived—has no place in our workplace or in the field.

Protected characteristics (New York list, non-exhaustive):

- race, color, creed (religion)
- national origin, ethnicity, *citizenship or immigration status*
- sex, *gender identity or expression*, sexual orientation
- pregnancy, pregnancy-related condition, *reproductive-health decision making*
- age (18 +)
- disability, *predisposing genetic characteristics*
- marital status, familial status, caregiver status
- *victim of domestic violence, stalking, or sex offenses*
- military status, veteran status
- prior *arrest or sealed-conviction* record
- any other status protected by law

We also comply with New York's **Pay Transparency Law** and publish good-faith salary ranges in every job posting.

Our Commitments

- Take **affirmative action** to recruit, hire, promote, and retain qualified women, minorities, protected veterans, and individuals with disabilities
- Provide **reasonable accommodations** for disability, pregnancy-related conditions, and sincerely held religious practices
- Maintain a workplace free from **all forms of harassment, including sexual harassment**, in line with NY Labor Law §201-g
- **Prohibit retaliation** against anyone who makes a good-faith report or participates in an investigation

Reporting & Questions

If you experience or witness discrimination, harassment, or retaliation—or need an accommodation—contact: Samantha Gazzillo; HR Director (518) 756-2164 ext. 207

Reports may also be made to any supervisor, or the Legal Department. All concerns are investigated promptly and discreetly; retaliatory conduct is grounds for discipline, up to and including termination.

Samantha Gazzillo Samantha Gazzillo

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 23, 2025

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner *PC*

TITLE OF REQUEST: Award Dock Construction Contract for Kiwanis International Water Park Waterfront Access Improvements Project

TOWN BOARD MEETING: September 24, 2025

Background Information: The Town of Rotterdam is in receipt of a \$225,000 grant from the Local Waterfront Improvement Grant for the Design and Construction of Kiwanis Park Waterfront Access Improvements.

Evaluation/Analysis: Grant funds are being administered by the Department of State and need to meet their requirements. Town Board released of bid documents on July 9, 2025 for dock construction to Kiwanis Park. Two (2) bids were received for Contract #2 – Dock Construction. Bids were reviewed by the project engineer.

Recommendation(s): Based upon the review of the bids submitted and the qualifications of the low bidder the Town Board should award Contract #2 to William J. Keller & Sons Construction Corp. in the amount of \$118,665 and authorize the Town Supervisor to execute all documents associated with this contract.

Attachment/Document(s): Bid tabulation Contract #2 – Dock Construction
Recommendation of Award Letter September 9, 2025

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office



September 9, 2025

Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Kiwanis International Park Waterfront Improvements Project
Contract No. 2 – Dock Construction
Recommendation of Award

File: 904.047.002

Dear Town of Rotterdam:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids submitted for the referenced project and the certified bid tabulation is attached for your review. Two (2) bids were submitted for Contract No. 2 – Dock Construction.

Based on our review of the bids submitted and qualifications of the low bidder, B&L recommends the award for Contract No. 2 to Wm. J. Keller & Sons Construction Corp. in the amount of \$118,665.

If you have any question, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Chris Bertram', written over a light blue circular stamp.

Christian M. Bertram
Christian Bertram, P.E.
Senior Managing Engineer

CMB/ras

Enclosures: Contract No. 2 Bid Tabulation

BID TABULATION

Owner: Town of Rotterdam
Project: Kiwanis International Park Waterfront Access Improvements Project
Contract: Contract No. 2 - Dock Construction
Bid Opening: August 19, 2025 at 2:00 PM
Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306

				AMZ Construction Services Inc. 1234 Main Street PO Box 232 Rotterdam Junction, NY 12150		Wm. J. Keller & Sons Construction Corp. 1435 Route 9 Castleton, NY 12033	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Contract No. 2 - Dock Construction		1	LS	\$ 138,000.00	\$ 138,000.00	\$ 118,665.00	\$ 118,665.00
TOTAL BID					\$ 138,000.00		\$ 118,665.00
00 43 13: BID BOND				5%		5%	
00 45 19: NON-COLLUSIVE BIDDING CERTIFICATION				✓		✓	
00 45 34: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓		✓	
00 45 35: SEXUAL HARASSMENT PREVENTION CERTIFICATION				✓		✓	
00 45 45: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION				✓		✓	
00 45 54: CERTIFICATION REGARDING LOBBYING				✓		✓	

				AVERAGE BID PRICE	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Contract No. 2 - Dock Construction		1	LS	\$ 128,332.50	\$128,332.50
TOTAL BID					\$ 128,332.50
00 43 13: BID BOND					
00 45 19: NON-COLLUSIVE BIDDING CERTIFICATION					
00 45 34: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION					
00 45 35: SEXUAL HARASSMENT PREVENTION CERTIFICATION					
00 45 45: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION					
00 45 54: CERTIFICATION REGARDING LOBBYING					

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

Wm. J. Keller & Sons Construction Corp.

SECTION 00 41 16.02

BID FORM - GENERAL

KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS

Contract No. 2 – Dock Construction

SUBMITTED BY:

Wm. J. Keller & Sons Construction Corp.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk

Town of Rotterdam

1100 Sunrise Boulevard

Rotterdam, New York 12306

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
1	7/18/25
2	8/7/25
3	8/8/25
4	8/14/25

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT NO. 2 – ELECTIVE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
2.01	Dock Construction	1	LS	\$118,665.00	\$118,665.00
		1	LS		

5.02 Items additive to the Base Bid shall be represented in figures thus: \$1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: (\$1,234.00)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work and Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Security;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Wm. J. Keller & Sons Construction Corp.

By:

[Signature]

[Printed name]

John D. Keller, Jr.

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Kyle Elithorpe

Title:

Project Engineer

Submittal Date:

8/19/25

Address for giving notices:

1435 Route 9, Castleton, NY 12033

Telephone Number:

518-732-7782

Fax Number:

Contact Name and E-mail Address:

John Bayly

jbayly@wjkeller.com

Bidder's Federal
Employer Identification
Number (FEIN)

14-1507470

(For NYS Department of Labor reporting of Successful Bidder only)

SECTION 00 43 13

BID SECURITY FORM

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

BIDDER (Name and Address):

William J. Keller & Sons Construction Corp.
1435 Route 9, Castleton, NY 12033

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, Massachusetts 02117

OWNER (Name and Address):

Town of Rotterdam
1100 Sunrise Boulevard, Rotterdam, New York 12306

BID

Bid Due Date: August 19, 2025

Description (Project Name— Include Location): Kiwanis International Park Waterfront Access Improvements Project, Contract No. 2 - Dock Construction

BOND

Bond Number: N/A

Date: August 8, 2025

Penal sum Five Percent of the Attached Bid \$ (5%)

(Words)

(Figures)

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

BIDDER

SURETY

William J. Keller & Sons Construction Corp.

(Seal)

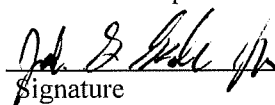
The Ohio Casualty Insurance Company

(Seal)

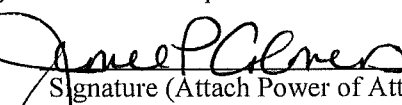
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

John D. Keller, Jr.

Print Name

Jaymie P. Columbus

Print Name

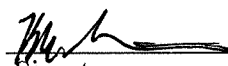
President

Title

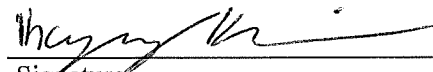
Attorney-in-Fact

Title

Attest:


Signature
KAYLEY KLINKEL
Title Witness

Witness
Attest:


Signature
Kayley Klinkel, Witness
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF NEW YORK }
COUNTY OF RENSSELAER } ss

On this 8th day of August, 2025, before me personally appeared John D. Keller, Jr. to me known, who, being by me first duly sworn, did depose and say that he/she resides in Castleton, New York; that he/she is the President of William J. Keller & Sons Construction Corp. the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Notary Public

JOANNE ALESSIO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AL6059942
Qualified in Albany County
My Commission Expires: 06-11-22

SURETY

STATE OF NEW YORK }
COUNTY OF ALBANY } ss

I, Kayley Klinkel Notary Public of Schenectady County, in the State of New York do hereby certify that Jaymie P. Columbus Attorney-in-Fact, of the Ohio Casualty Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Ohio Casualty Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham in said County, this 8th day of August, A.D. 2025.

Kayley Klinkel
Notary Public, State of New York
Reg. No. 01KL0014828
Qualified in Schenectady County
Commission Expires 10/24/2027

[Signature]
Notary Public



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits..... \$110,704,223.00	Unearned Premiums.....\$1,582,543,501.00
*Bonds – U.S Government..... \$518,129,663.00	Reserve for Claims and Claims Expense\$4,714,731,503.00
*Other Bonds..... \$28,407,780.00	Funds Held Under Reinsurance Treaties..... \$0.00
*Stocks..... \$179,959,936.00	Reserve for Dividends to Policyholders\$152,644.00
Real Estate..... \$0.00	Additional Statutory Reserve \$0.00
Agents' Balances or Uncollected Premiums.... \$867,331,015.00	Reserve for Commissions, Taxes and Other Liabilities\$253,250,570.00
Accrued Interest and Rents..... \$53,636,183.00	Total.....\$6,550,678,218.00
Other Admitted Assets \$2,546,903,108.00	Special Surplus Funds.....\$27,864,494.00
Total Admitted Assets \$9,437,236,269.00	Capital Stock\$4,500,000.00
	Paid in Surplus\$738,183,897.00
	Unassigned Surplus.....\$2,116,009,660.00
	Surplus to Policyholders\$2,886,558,051.00
	Total Liabilities and Surplus.....9,437,236,269.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214254 - 969147**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jaymie P. Columbus, John Zimmermann, Kayley Klinkel, Kimberly A. Ritchie, Michael J. Grasso, Robert Crandall

all of the city of Latham state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of June, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION 00 43 93

BID SUBMITTAL CHECKLIST

Section 00 41 16, Bid Form - General. All blanks appropriately filled in ink with both words and figures, and signed where applicable.

☒

Section 00 43 13, Bid Security Form. Execute and attach Bid security.

☒

State and Federal requirements: Each of the following forms must be complete and executed:

Section 00 45 19, Non-Collusive Bidding Certification. Requires Bidder's Signature.

☒

Section 00 45 34, Iranian Energy Sector Divestment Certification. Requires Bidder's signature.

☒

Section 00 45 35, Sexual Harassment Prevention Certification. Requires Bidder's signature.

☒

Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification. Requires Bidder's signature.

☒

Section 00 45 54, Certification Regarding Lobbying. Requires Bidder's signature.

☒

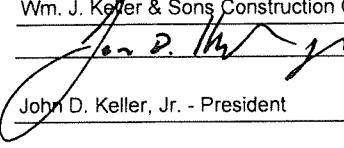
++ END OF SECTION ++

SECTION 00 45 19

NON-COLLUSIVE BIDDING CERTIFICATION

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

FIRM: Wm. J. Keller & Sons Construction Corp.

By: 

Title: John D. Keller, Jr. - President

(CORPORATE SEAL IF ANY)

++ END OF SECTION ++

04.25
904.047.002

NON-COLLUSIVE BIDDING CERTIFICATION
00 45 19-1

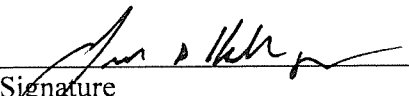
SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that Bidder has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

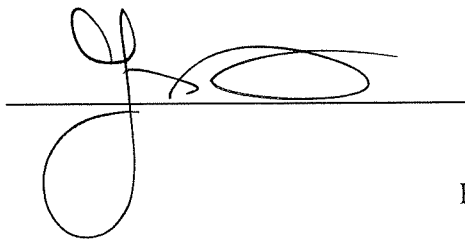
The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

	John D. Keller, Jr. - President
Signature	Title
Wm. J. Keller & Sons Construction Corp.	8/19/25
Company Name	Date

State of NY)
County of Rensselaer) SS:

On this 19 day of August, 2025, before me personally came and appeared John D. Keller Jr. to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.



END OF SECTION

SECTION 00 45 35

SEXUAL HARASSMENT PREVENTION CERTIFICATION

By Submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of that person's knowledge and belief:

- (1) In accordance with State Finance Law 139-L, bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace;
- (2) Bidder provides annual sexual harassment prevention training to all of its employees;
- (3) Bidders sexual harassment policy, at a minimum, meets the requirements of section 201-G of the State Labor Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: Wm. J. Keller & Sons Construction Corp.

By: 

JoAnne Alessio

(Please type or print name)

Title: Corporate Secretary

Any bid made by a corporate bidder for work or services shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of this certificate.

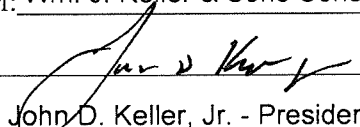
++ END OF SECTION ++

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

- A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
 2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.
- B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.
- C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM: Wm. J. Keller & Sons Construction Corp.

By: 

Title: John D. Keller, Jr. - President

(CORPORATE SEAL IF ANY)

STATE OF NY)
COUNTY OF Rensselaer) SS:

On this 19 day of August, 2025, before me personally came and appeared John D. Keller Jr. to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

JOANNE ALESSIO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AL6059942
Qualified in Albany County
My Commission Expires: 6.11.27

SECTION 00 45 54
CERTIFICATION REGARDING LOBBYING

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CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

Wm. J. Keller & Sons Construction Corp.

AWARD NUMBER AND/OR PROJECT NAME

Kiwanis Park

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

John D. Keller, Jr. - President

8/19/25

SIGNATURE

DATE

X

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BID FOR KIWANIS INTERNATIONAL WATER PARK WATERFRONT ACCESS IMPROVEMENTS PROJECT

BID FOR: KIWANIS INTERNATIONAL WATER PARK WATERFRONT ACCESS IMPROVEMENTS PROJECT
DATE OF TB MTG. & RESOLUTION #: 7/9/2025 Res #251.25
DATE BID PACKETS BECOME AVAILABLE: 7/12/2025

DATE PUBLISHED IN NEWSPAPER: 7/12/2025
DATE & TIME BIDS TO BE OPENED: 8/19/2025 @2:00PM

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	8/19/2025 @ 1:24pm	DM	Peter Luizzi & Bros Contracting Inc	857 1st Street Watervliet, NY 12189	Joe Miskewicz	(518)482- 8954	#1- General Construction	\$299,100.00	
2	8/19/2025 @ 1:33pm	DM	AMZ Construction Services Inc annnalisa@amzinc.net	1234 Main Street PO Box 232 Rotterdam Junction, NY 12150	Anna Lisa Zappia	(518)881- 2919	#1- General Construction	\$345,900.00	
2A	8/19/2025 @ 1:33pm	DM	AMZ Construction Services Inc annalisa@amz.net	1234 Main Street PO Box 232 Rotterdam Junction, NY 12150	Anna Lisa Zappia	(518)881- 2919	#2- Dock Construction	\$138,000.00	
3	8/19/2025 @ 1:48pm	KC	Wm. J. Keller & Sons Construction Corp. kelithorpe@wjkeller.com	1435 Route 9 Castleton, NY 12033	Kyle Elithorpe	(518)732- 7782	#1- General Construction	\$263,889.00	
3A	8/19/2025 @ 1:48pm	KC	Wm. J. Keller & Sons Construction Corp. kelithorpe@wjkeller.com	1435 Route 9 Castleton, NY 12033	Kyle Elithorpe	(518)732- 7782	#2- Dock Construction	\$118,665.00	
4	8/19/2025	GB	Carver Construction, Inc dcowan@carvercompanies .com	26 Corporate Circle Albany, NY 12203	Derek Cowan	(838)200- 8873	#1 General Construction	\$255,174.00	
5	8/19/2025	GB	James H. Maloy Inc jdennison@jhmaloy.com	P.O. Box 11016 Loudonville, NY 12211	Josh Dennison	(518)365- 0160	#1 General Construction	\$286.000.00	

RESOLUTION NO. 303.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

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 FG Rotterdam Holdings, LLC for lease of a portion of Building 20, Rotterdam Corporate Park, Schenectady, NY 12306, consisting of 7300 square feet, for a period of sixteen (16) months, at a monthly rate of two thousand seven hundred thirty seven and 50/100 (\$2,737.50) dollars, commencing October 1, 2025 and ending January 31, 2027.

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 23, 2025

TO: Mollie Collins, Town Supervisor

FROM: James Keith, Senior Building Inspector

TITLE OF REQUEST: Authorize Supervisor to enter into agreement with FG Rotterdam Holdings, LLC for 16 (Sixteen) months.

TOWN BOARD MEETING: September 24, 2025

Background Information: The Town is looking for a Warehouse to store equipment. A Public Hearing is being held on September 24th.

Evaluation/Analysis: FG Rotterdam Holdings, LLC is offering a 7300 square foot warehouse at \$2,737.50 per month for 16 (Sixteen months).

Recommendation(s): Hold the public hearing and then enter into the agreement with FG Rotterdam Holdings, LLC.

Attachment/Document(s): Draft Lease Agreement

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor Office

LEASE AGREEMENT

for

**BUILDING 20
ROTTERDAM CORPORATE PARK
SCHENECTADY, NEW YORK**

between

**FG ROTTERDAM HOLDINGS, LLC
220 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NEW YORK 12305**

and

**TOWN OF ROTTERDAM
1100 SUNRISE BOULEVARD
ROTTERDAM, NEW YORK 12306**

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[THIS PAGE TO BE CORRECTED UPON FINALIZATION OF LEASE]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the ____ day of _____, 2025, between **FG ROTTERDAM HOLDINGS, LLC**, a New York corporation, having an office at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, hereinafter referred to as the "Lessor" and **TOWN OF ROTTERDAM**, which has a business office at 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter referred to as the "Lessee".

WITNESSETH that the Lessor hereby leases to the Lessee and the Lessee hereby hires and takes from the Lessor those premises described as a portion of Building 20 consisting of approximately 7,300 square feet (the "Demised Premises", as shown on the Floor Plan attached hereto and made a part hereof, as Exhibit A), located in the Rotterdam Corporate Park, Town of Rotterdam, County of Schenectady, State of New York (the "Park"), upon the terms and conditions hereinafter set forth, and the Lessee does hereby covenant with the Lessor as follows:

1. **TERM:** The term of this Lease (the "Lease Term") shall be for a period of sixteen (16) months commencing October 1, 2025 (the "Commencement Date") and ending January 31, 2027.
2. **RENTAL:** As rental for the Demised Premises (the "Base Rent" or "Rent") the Lessee hereby agrees to pay the Lessor without deduction, setoff, prior notice or demand \$4.50 per square foot, per annum, gross (\$2,737.50 monthly), in advance on the first day of each and every month commencing on the Commencement Date. Said Rent to be paid to the Lessor electronically or by good check mailed to Lessor at 220 Harborside Drive, Suite 300, Schenectady, New York 12305, or at such other place or places as the Lessor may from time to time direct. Lessee shall pre-pay the first months' Rent contemporaneously with the execution of this Lease by the Lessee. The Lessee shall pay a "late charge" of two (2%) percent per month from the due date if any installment of Rent or Additional Rent (as hereinafter defined) shall be received by Lessor more than five (5) days after its due date. Nothing herein contained shall be deemed to limit any right or remedy which the Lessor may have under this Lease, at law or in equity.
3. **CONDITION OF PREMISES:** The Lessee covenants that the Lessee has examined the Demised Premises, knows the condition thereof and acknowledges that the same are accepted "as is" in good order and repair except that Lessor shall demo the temporary walls to create a wide open space. Lessee shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all other applicable laws relating to occupational safety and health and rules and regulations promulgated thereunder, and the Lessee shall further comply with all laws, rules and regulations of the State of New York (the "State") and any department, agency, board, or political sub-division of the State pertaining to building construction or safety applicable to either the Lessee or the Lessor and shall hold the Lessor harmless therefrom. Nothing herein shall be construed as preventing the Lessor from taking such action as it shall deem necessary for the protection of its interests in respect to any order, decree, judgment or other act of any Federal or State department, agency or board.

4. **UTILITIES:** The Lessor or public utility shall provide and maintain the necessary mains, ducts and conduits in order to bring water and electricity service to the Demised Premises and to carry sewage therefrom. All means of distribution of such services within the Demised Premises shall be supplied and maintained by the Lessee at the Lessee's expense.
- a. **ELECTRICAL:** The Lessee has made known to the Lessor its electricity requirements prior to the execution of this Lease and in the absence of any change in such requirements, the Lessor may assume that the Lessee's requirements will not exceed the electrical capacity available to the Demised Premises on the Commencement Date. In the event the Lessee requires additional capacity, any additional risers, feeders, meters, wiring or other equipment required thereby shall be installed by the Lessor or a qualified contractor upon the Lessee's request and at the Lessee's cost and expense, provided, however, that in the Lessor's sole judgment, the same are reasonably necessary and will not cause permanent damage or injury to the Demised Premises or cause or create a dangerous or hazardous condition or entail excessive alterations, repairs or expense or unreasonably or materially interfere with or disturb other lessees. For purposes of this paragraph a "qualified contractor" must secure necessary approvals and comply with utility and code requirements. Said "qualified contractor" shall furnish to the Lessor proof of liability insurance and workmen's compensation insurance. Lessor has installed a meter in the Demised Premises to measure electrical usage. Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. Electrical service shall be directly with the utility provider selected by Lessor, from time to time, as hereinafter provided. Lessee shall request service in its own name on or before the Commencement Date and shall pay for such service directly to the utility provider. The cost for electricity used is to be the then current charge by the applicable utility service provider.
- b. **WATER/SEWER:** Lessor has installed a water meter and thereby measures the Lessee's water consumption. The Lessee, throughout the duration of the Lessee's occupancy shall keep such meter and installation equipment in good working order and repair at its own expense. In the event of activation of the unmetered sprinkler system due to fire or acts of Lessee, Lessor shall render a bill for water consumption based on output per head times the duration of sprinkler flow. The cost of water and sewer is to be the then current charge by the municipality and billed based on the water meter readings. Lessee is to make payment upon presentation of a bill by Lessor and the amount thereof shall be deemed Additional Rent hereunder. Availability of water is dependent upon the municipality and is beyond the Lessor's control
- c. **PROPANE:** Lessee shall contract with a propane vendor and pay all costs of propane directly to the propane vendor.
- d. **SPRINKLERS:** Sprinklers and sprinkler systems now existing in said Demised Premises shall be maintained and serviced by the Lessor, provided, however, that if any such system or any of its appliances shall be damaged or injured or rendered

otherwise than in proper working order by reason of any act or omission of the Lessee, the Lessee's agents, servants, employees, licensees or visitors, the Lessor shall forthwith restore such equipment to good working condition and order at Lessee's expense. If by reason of the acts or operations of the Lessee, the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or municipal government requires or recommends any change in such sprinklers or sprinkler system or if any change is necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by such exchange or by any fire insurance company, the Lessee shall at its own expense promptly make such change.

Any changes whatsoever in the sprinkler system desired by the Lessee must be submitted to the Lessor for the review and approval of the Lessor's insurer.

In the event the Lessee shall fail to pay any tax, rent, levy or charge for any utility service, which by reason of such non-payment may become a lien upon any part of the premises of the Lessor, the Lessor may, upon five (5) days' written notice thereof to the Lessee, make payment of such tax, rent, levy or charge together with any interest, penalties or other accruals due thereon, and upon such payment the amount thereof shall immediately become due and payable by the Lessee to the Lessor as rent hereunder.

The Lessor may interrupt or suspend the supply of any such service to the Demised Premises in order to make any necessary repair or alteration to the Demised Premises or to any other Building or other part of the premises of the Lessor and there shall be no abatement in Rent and/or Additional Rent because of any such interruption or suspension provided that the Lessor shall make such repair or alteration with reasonable diligence and provided further that such repair or alteration shall not unreasonably interfere with the Lessee's business. The Lessor may at any time during the Lease Term, assign, convey, transfer or set over to any municipality having jurisdiction or to any public utility corporation or private water corporation or sewage disposal corporation any or all of the Lessor's right, title and interest in and to such public utility facilities and thereupon require the Lessee to make payment for such services to such assignee, municipality, firm or corporation in accordance with such rates as such assignee may establish. Upon any such conveyance, assignment or transfer, there shall be no abatement of Rent and/or Additional Rent due and payable hereunder by reason of any interruption of such service resulting from the act or fault of such assignee.

5. UTILITY DEREGULATION:

a. LESSOR CONTROLS SELECTION. Lessor has advised Lessee that presently Lessor's service provider is National Grid (the "Service Provider") to provide electric and natural gas service for the Industrial Park. Notwithstanding the foregoing, if permitted by Law, Lessor shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity and/or gas service (each company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for service from the Service Provider.

b. LESSEE SHALL GIVE LESSOR ACCESS. Lessee shall cooperate with Lessor, the

Service Provider, and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Lessor, Service Provider and any Alternative Service Provider reasonable access to the gas and electric lines, feeders, risers, wiring, and any other machinery within the Demised Premises.

c. LESSOR NOT RESPONSIBLE FOR INTERRUPTION OF SERVICE. Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy or natural gas furnished to the Demised Premises, or if the quantity or character of the electric energy or natural gas supplied by the Service Provider or any Alternative Service Provider is no longer available or suitable for Lessee's requirements, and no such change, failure, interference, disruption or defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent and/or Additional Rent, or relieve Lessee from any of its obligations under this Lease.

6. **TAXES, INSURANCE AND OPERATING COSTS: INTENTIONALLY DELETED.**

7. **USE:** The Demised Premises are hereby leased to the Lessee upon the express condition that the Lessee shall use the said Demised Premises for vehicle and equipment storage and for no other purpose without the written consent of the Lessor first obtained. All uses to which the Demised Premises shall be put by the Lessee shall conform to all applicable laws, ordinances, rules or regulations relating to the Demised Premises and shall also conform to any special use permit or certificate of occupancy or other permit of any kind issued or required to be issued by any governmental authority having such jurisdiction over the Demised Premises and shall not be put to any such use by the Lessee until all governmental rules and regulations relative to or affecting such use have been complied with and all governmental permits required as a condition precedent to such use shall have been obtained.

The Lessee shall conduct its business throughout the Lease Term hereof in a first-class manner and shall not use the Demised Premises for or carry on or permit upon said Demised Premises any offensive, noisy, or dangerous business, trade, manufacture or occupation or any nuisance or any activity contrary to public policy or any activity causing a noxious or offensive odor or causing pollution to the atmosphere, nor permit any auction sale to be held or conducted upon said Demised Premises, nor shall it use or permit the use of such Demised Premises or part thereof for any immoral or any other purpose prohibited by law or which will increase the rate of insurance upon the building in which said Demised Premises may be located or cause a cancellation of any insurance policy covering said building or any part thereof. The Lessee shall not do or suffer anything to be done upon said Demised Premises which will cause structural injury to said Demised Premises or to the building of which the same form a part, nor shall it cause said Demised Premises to be overloaded, nor shall it permit any machinery, apparatus or other appliance to be used or operated upon said Demised Premises which will in any way vibrate, shake or otherwise injure said Demised Premises or the building of which the same form a part, nor shall the Lessee permit any noisemaking device to be operated or allowed upon said Demised Premises for the purpose of attracting trade or otherwise. The Lessee shall not permit any use to be made of the Demised Premises which will in any way impair the efficient operation of the sprinkler

within the building containing the Demised Premises. The Lessee shall not leave said Demised Premises unoccupied or vacant during the Lease Term hereof. If any act on the part of the Lessee or use of the Demised Premises by the Lessee shall cause directly or indirectly any increase of the Lessor's insurance expense, such additional expense shall be paid by the Lessee to the Lessor upon demand as Additional Rent. No such payment by the Lessee shall limit the Lessor in the exercise of any other rights or remedies or constitute a waiver of the Lessor's right to require the Lessee to discontinue such act or use. Under no conditions will Lessor permit Lessee to use outside areas for parking of unregistered and/or disabled or non-functioning or damaged vehicles, or for the accumulation of pallets and/or other packing materials.

8. **REPAIRS AND MAINTENANCE:** Lessor shall deliver the Demised Premises in broom clean condition and shall ensure that all building facilities are in good working order. Throughout the Lease Term the Lessee shall take good care of the Demised Premises.

Lessor is responsible for common area maintenance; and for the maintenance of the structural and exterior of the building (unless damage is caused by Lessee), including the roof and all components thereof, load-bearing walls, slabs and floors (but not floor coverings), utility distribution up to the building, sprinklers, foundations and supports; repairs of parking/pavement areas; and snow removal of the main roads only in accordance with the Snow Removal Policy attached hereto and made a part hereof as Exhibit "B".

Lessee is responsible for the maintenance and repairs of all non-structural elements and systems of the Demised Premises including without limitation, loading dock equipment, HVAC, plumbing fixtures and equipment, interior electricity facilities, doors and windows and snow removal. If Lessee desires services by Lessor's maintenance personnel, such will be performed on a work order basis only and Lessee will be responsible for prompt payment of such invoice relating to the work order.

When used in this paragraph the term "repairs" shall include all necessary alterations, additions and betterments of a non-structural nature, including replacement in the event Lessee damages or fails to properly maintain such non-structural element or system. All repairs made by either party shall be at least equal in quality and class to the original work. Upon the expiration of the Lease Term or sooner termination, the Lessee shall surrender the Demised Premises to the Lessor in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted. The Lessee shall at its own expense maintain all portions of the Demised Premises and immediately adjoining areas in a clean and orderly condition free of dirt and rubbish, and the Lessee shall remove or cause to be removed all rubbish from the Demised Premises and immediately adjoining areas at the Lessee's expense. Lessee must install a dumpster or similar trash receptacle of ample size at inception of occupancy. In the event the Lessee permits accumulations of rubbish, which the Lessor in the exercise of its sole judgment may deem unreasonable or harmful, injurious or deleterious to the use and enjoyment of the remainder of the premises of the Lessor of which the Demised Premises are a part, the Lessor may remove such rubbish and charge the cost thereof to the Lessee and the Lessee shall thereupon become liable to the Lessor for such cost as Additional Rent. Lessee shall keep all fire doors clear and shall not

obstruct dock areas with vehicles or goods excepting the normal process of loading and unloading operations from inside storage to transport vehicles. Lessee shall be solely and separately responsible for chemical waste collection and disposal in accordance with all applicable federal, state, and local environmental and safety laws.

9. **ALTERATIONS AND LIENS:** (A) The Lessee shall make no alterations or additions to the Demised Premises without prior written consent of the Lessor in each instance. Upon the giving of such written consent all alterations, additions and improvements, including fixtures made in, to or on the Demised Premises, except unattached moveable business fixtures, shall become the property of the Lessor and shall remain upon and be surrendered with the Demised Premises, except that the Lessee shall ascertain from the Lessor within sixty (60) days before the expiration of this Lease Term whether the Lessor desires to have the Demised Premises or any part or parts thereof restored to their condition as of the time of the delivery thereof to the Lessee and, if the Lessor so desires, the Lessee shall restore said Demised Premises or such part or parts thereof to such original condition before the end of the Lease Term entirely at the Lessee's own cost and expense. The Lessee shall indemnify and save and hold harmless the Lessor from all liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for the Lessee upon said Demised Premises during said term and agrees not to suffer any such lien or encumbrance to be imposed on any of the Lessor's premises. The Lessor shall have the right, after the giving of not less than five (5) days' notice to the Lessee to remove such lien or encumbrance, to bring such action or proceeding as may be necessary to effect the removal thereof and the costs and expenses thereof, including reasonable attorney's fees, shall become immediately due and payable by the Lessee to the Lessor as Additional Rent.
- B) Prior to the commencement of any such alterations, additions or improvements, Lessee shall provide to Lessor with the following: (i) copies of the plans and specifications relative thereto; (ii) copies of all necessary building permits and all other requisite permits and approvals; (iii) copies of construction contracts with constructors reasonably acceptable to the Lessor; and (iv) copies of insurance reasonably required by Lessor, naming Lessor as an additional insured. The Lessee hereby agrees that all such alterations, additions and improvement shall (a) incorporate only new materials; (b) be at least equal in quality and workmanship to the original work or installation; (c) be in accordance with reasonable requirements as Lessor may impose; (d) be constructed in accordance with all applicable laws, rules, regulations and directives of all governmental authorities having jurisdiction over the Demised Premises; (e) be constructed in such a manner so as not to interfere with the use and enjoyment of the Building or the Industrial Park by the Lessor or other tenants, occupants, licensees or invitees of the Industrial Park; (f) automatically become the property of the Lessor upon construction and installation of same within the Demised Premises.
10. **ENTRY AND INSPECTION:** The Lessor and its agents may enter upon the Demised Premises at all reasonable times to inspect the same, to submit them to a prospective purchaser or to make any repairs which the Lessor shall consider necessary for the protection, improvement or preservation of the building in which the Demised Premises are situated, or to make any changes in the plumbing, wiring, meters or other equipment, fixtures or appurtenances of the building, provided that the same may be performed without material

interference with the business operations of the Lessee, and there shall be no liability against the Lessor in favor of the Lessee for damages sustained by the Lessee by reason of such repairs or changes nor shall the Lessee be entitled to any abatement of Rent and/or Additional Rent by reason thereof. At any time after sixty (60) days prior to the termination of the Lease the Lessor may place on said Demised Premises any usual or ordinary "To Let" or "To Lease" signs. For the purposes of this paragraph, the Lessor may hold at all times a duplicate set of keys to the Demised Premises. The Lessee shall make no changes in locks or other facilities controlling access to the Demised Premises without the permission of the Lessor and whenever such permission is granted, the Lessee shall provide the Lessor with a duplicate set of keys so as to provide the Lessor with access at all times.

11. **SUBLETTING AND ASSIGNMENT:** The Lessee shall not, without the Lessor's prior written consent, assign or sublet this Lease or permit any person or entity other than the Lessee to use or occupy, or store goods, materials or other property (such goods, materials and property being hereinafter referred to as "Property") at the Demised Premises or any part thereof.

Any (a) attempt at assignment or subletting (b) attempt to permit any person or entity (a "Licensee") other than the Lessee to use, or occupy any portion of, or store any Property at the Demised Premises, without the consent of the Lessor in each instance, shall be void and shall constitute a breach of this Lease. In the event of such prohibited assignment, sublet or use, occupancy or storage, the Lessor may avail itself of any other remedies contained in this Lease and any other remedy available to it under applicable law. In addition to the foregoing, in the event of any breach of clause (b) in the preceding sentence, the Lessor may cause the removal of such occupant and/or materials, goods or Property, at the sole cost and expense of the Lessee.

Any proposed assignment shall contain a written assumption by the assignee of all of the Lessee's obligations under this Lease. Any sublease shall (a) provide that the Lessee shall procure and maintain a policy of insurance as required of the Lessee under this Lease; (b) provide for a copy to the Lessor of any notice of default by either party; and (c) otherwise be reasonably acceptable in form to the Lessor.

The Lessor's consent to any assignment, subletting or use, occupancy or storage as above stated, may be withheld at the Lessor's sole and absolute discretion. No consent by the Lessor to any subletting, assignment or use, occupancy or storage of Property by any Licensee shall be deemed to be a consent to any further subletting (or sub-subletting), assignment or any other use, occupancy or storage by any Licensee (including any expanded use by the Licensee for whom permission is being given).

In the event that the Lessee assigns or subleases any portion of the Demised Premises or permits the use, occupancy or storage of Property at any portion of the Demised Premises by a Licensee, the Lessee shall pay to the Lessor monthly, as Additional Rent hereunder, one hundred (100%) percent of the amount calculated by subtracting from the rent and other charges and considerations payable from time to time by the assignee, Lessee or Licensee to the Lessee for aforesaid space, the amount of rent and other charges payable by the Lessee to

the Lessor under this Lease, allocated to the assigned, subleased or otherwise utilized portion of the Demised Premises.

Without limiting Lessor's other rights hereunder, Lessee, in no event, shall have any right to sublet or assign this Lease or grant any Licensee the right to use or occupy all or any portion of the Demised Premises except on the following terms and conditions:

- a) Such subletting, assignment, or grant of any right of use or occupancy, shall not relieve the Lessee from its duty to perform fully all of the agreements, covenants and conditions set forth in this Lease or any Guarantor, if any, from the obligations of any Guaranty executed and delivered in connection with this leasing.
- b) The Lessee shall provide the name of the proposed Lessee, assignee or Licensee, the terms and conditions of the proposed subletting, assignment or agreement for use or occupancy, the nature and character of the business of the proposed Lessee, assignee or Licensee, and banking, financial and other credit information relating to the proposed assignee, Lessee or Licensee reasonably sufficient to enable Lessor to determine the financial responsibility of said proposed Lessee, assignee or Licensee.
- c) In lieu of granting or withholding its consent to any requested assignment, sublease or right of occupancy, upon the receipt of such request from Lessee, Lessor shall have an option, to be exercised in writing within forty-five (45) days thereafter, to terminate this Lease effective on a date (the "Termination Date") set forth in Lessor's notice of termination either, at Lessor's option, with respect to the entire Demised Premises or the portion subleased or used by a Licensee which shall not be less than thirty (30) days nor more than one hundred twenty (120) days following the service upon Lessee of Lessor's notice of termination.
- d) In the event Lessor shall exercise such option to terminate this Lease, this Lease shall expire on the Termination Date either in its entirety or with respect to the portion being recaptured as if that date had been originally fixed as the expiration date of the Lease Term herein granted and Lessee shall surrender possession of the entire Demised Premises or portion thereof being recaptured on the Termination Date in accordance with the provisions of this Lease.
- e) Any subletting or assignment shall be for the entire Demised Premises only;
- f) The subletting, assignment or grant of any right with respect to use and occupancy shall be to a person or entity whose occupancy will be in keeping with the dignity and character of the then use and occupancy of the Demised Premises and the Industrial Park by other lessees or occupants and whose occupancy will not be more objectionable or more hazardous than that of Lessee herein. In no event shall any subletting or assignment be permitted to a school of any kind or an employment or placement agency; or governmental or quasi-governmental agency;

- g) The subletting, assignment or granting of a right of use and occupancy shall not be to any person or entity who is then a tenant of the Industrial Park;
- h) The subletting or assignment shall not be at a lower rental rate, nor shall any charges relating to use and occupancy be lower, than that being charged by Lessor or its affiliates at the time for similar space in the Industrial Park;
- i) The sublease, assignment or agreement with respect to use and occupancy will expressly prohibit further assignment of this Lease, or any sublease or agreement for use or occupancy or any further subletting, or granting of rights of use and occupancy by the Lessee, assignee or Licensee without, in each instance, receiving Lessor's prior written consent.
- j) If this Lease shall be assigned, or if the Demised Premises or any part thereof, be sublet or occupied by any person or persons other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent and/or Additional Rent herein reserved, but no such assignment, subletting, occupancy or collection of Rent and/or Additional Rent shall be deemed a waiver of the covenants contained in this Lease, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant or a release of Lessee from the full performance by Lessee of all of the terms, conditions and covenants of this Lease.
- k) The Lessee shall reimburse the Lessor for all legal costs involved in reviewing a proposed assignment, subletting or agreement with any Licensee for the use, occupancy or storage of any Property.

12. **LIABILITY AND INSURANCE:** The Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold the Lessor and its directors, officers, shareholders, mortgagees, industrial development agencies, agents, representatives and employees harmless and free from and against any and all claims, losses, costs, liabilities, penalties, damages, expenses, causes of action and/or judgments, including, without limitation, penalties, fines and reasonable attorney's fees (collectively "Damages"), (but excluding indirect and consequential damages) in connection with or arising from or by reason of (a) any default by Lessee in the performance of its obligations under this Lease, or the failure of any covenant or representation made by Lessee in this Lease, (b) the use or occupancy or manner of use or occupancy of the Demised Premises by Lessee or any person occupying the Demised Premises, (c) any injury or damage to any person or persons or property including, without limitation, the Lessee, its servants, agents and employees, from any cause or causes whatsoever, or (d) any occurrence on the Premises from any cause whatsoever, including leakage and environmental contamination, while in, upon or in any way connected with the Demised Premises or its appurtenances. The foregoing indemnity does not include Damages to the extent such Damages are caused by the gross negligence or willful misconduct of Lessor. This indemnification shall survive the termination or expiration of this Lease for any reason whatsoever. If the foregoing indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the

fullest indemnity permitted by law.

The Lessor shall not be liable for any loss or damage occasioned by failure to keep said Demised Premises in repair and free from refuse, obnoxious odors, vermin or other foreign matter; defective wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures; the bursting, leaking, running or clogging of the above pipes or fixtures; any defect or malfunction, bursting, leaking, running or clogging of any heating or air conditioning equipment, cistern, tank, sprinkler system, boiler, wash stand, closet or wastepipe; accidental discharge of the sprinkler; water, snow, ice or other foreign matter being upon or coming through the roof, skylights, trapdoors, doors, windows or otherwise; acts of negligence or failure to comply with lease covenants by other tenants of the Lessor; acts of negligence of guests, invitees and employees of the Lessee or other occupants of the Demised Premises; acts of negligence of any owners or occupants of adjacent or contiguous property or their employees; acts of God; or acts of negligence of any persons not in the employ of the Lessor.

The Lessee shall take out and keep in force during the Lease Term hereof, at the Lessee's expense, commercial general liability and other insurance in companies acceptable to the Lessor to protect against any liability to the public, whether to persons or property, incident to the use of said Demised Premises or resulting from accident occurring in or about said Demised Premises or the areas immediately adjacent thereto, which insurance shall be in an amount not less than \$1,000,000.00 to indemnify against the claim of one person for personal injuries and not less than \$3,000,000.00 to indemnify against the claim of two or more persons for personal injuries in any one occurrence and in an amount not less than \$1,000,000.00 per occurrence to indemnify against a claim or claims for property damage. The Lessee shall also take out and keep in force during the Lease Term, at the Lessee's expense, New York State statutory worker's compensation insurance policy and employer liability and automobile liability policy in an amount not less than \$1,000,000 combined limit. The Lessee shall cause every insurer to agree by endorsement upon the policy or policies issued by it, or by independent instrument furnished to the Lessor, that such insurer will give the Lessor ten (10) days' written notice at the address where rental is paid before the policies in question shall be altered or canceled. Certified copies of said policies or certificates of insurance naming the Lessor, Rotterdam Ventures, Inc. and the Schenectady County Industrial Development Agency as additional insureds by endorsement shall be furnished at the time of Lease inception. Said policies shall be renewed at the end of each policy period.

The Lessor and Lessee hereby release one another and their respective officers, agents, employees and servants from any and all claims or demands for damages, loss, expense or injury to the Demised Premises or to the furnishings and fixtures and equipment or inventory or other property of either the Lessor or the Lessee in, about or upon the Demised Premises, as the case may be, which may be caused by or result from perils, events or happenings which are the subject of insurance carried by the respective parties and in force at the time of any such loss, provided, however, that such release and waiver shall be effective only to the extent of the insurance coverage for such loss. This paragraph does not preclude the respective parties from any and all other remedies at law which are available and in no way are their respective rights prejudiced.

All contractors entering the Industrial Park at the request of Lessee shall name the Lessor, as additional insured on their insurance and furnish Lessor with a copy of same prior to commencing any work therein. Lessee is required to enter into written contracts with all contractors who enter the Demised Premises on their behalf, which contracts must contain indemnification provisions satisfactory to the Lessor, in the exercise of Lessor's reasonable discretion, for the benefit of the Lessor.

13. **ABANDONMENT:** In the event the Demised Premises become abandoned, vacated or surrendered or in the event the Lessee be dispossessed or evicted by process of law, the Lessor, in addition to all other remedies granted by this Lease or available by operation of law, may deem that any personal property belonging to the Lessee left on said Demised Premises is abandoned, and the Lessor may enter upon said Demised Premises and remove therefrom any and all equipment, fixtures and merchandise and sell the same at public or private sale at such price and upon such terms as the Lessor may determine without notice to or demand upon the Lessee. Out of the proceeds of such sale the Lessor may reimburse itself for the expense of such taking, removal and sale and for any indebtedness of the Lessee to the Lessor and the surplus, if any, shall be accounted for the Lessee.
14. **DEFAULT:** In the event the Lessee (a) fails to pay the Rent and/or Additional Rent herein provided or any part thereof or any other sum required by the Lessee to be paid to the Lessor at the time or in the manner herein provided and within five (5) days after receipt of notice of non-payment (which notice need not be given more than twice in any twelve (12) month period or no more than five (5) times in the aggregate during the entire Lease Term, after which time a default shall be deemed to have occurred if any amount required to be paid hereunder is not paid by its due date); or (b) if the Lessee abandons or vacates said Demised Premises or violates any of the provisions of this Lease respecting assignments or subletting, or the provisions of any required insurance; or (c) defaults in any of the other covenants or conditions on the Lessee's part to be performed hereunder and such default is not cured within ten (10) days after notice by the Lessor to the Lessee of such default, then such default or breach or act shall give the Lessor the right to re-enter the Demised Premises and remove all persons and all or any property therefrom either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said Demised Premises together with all additions, alterations and improvements, and in such case the Lessor may either relet the Demised Premises or any parts thereof as agent of the Lessee and receive the Rent and Additional Rent applying the same first to the payment of such expenses as the Lessor may have incurred and then to the fulfillment of the covenants of the Lessee. The Lessor may rent said Demised Premises for a term extending beyond the term hereby granted without releasing the Lessee from any liability. Upon the expiration of this Lease prior to the expiration of its term by operation of any provision hereof or by summary proceedings or otherwise, then, whether or not the Demised Premises be relet, the Lessee shall remain liable for and shall pay the Lessor, until the time when this Lease would have expired but for such termination or expiration, the equivalent of the amount of all of the Rent and Additional Rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by the Lessee to the Lessor on the several rent days above specified.

In all events, Lessee is liable for all damages, costs and expenses, of whatever kind or nature, direct or indirect, suffered by Lessor as a result of the occurrence of an event described above (an "Event of Default"). If Lessee fails to promptly pay Lessor for the damages suffered, Lessor may pursue a monetary recovery from Lessee. Included among those damages are all expenses incurred by Lessor in repossessing the Demised Premises (including increased insurance premiums resulting from Lessee's vacancy), all expenses incurred by Lessor in reletting the Demised Premises (including those incurred for advertisements and brokerage fees and needed repairs, remodeling and replacements), all concessions granted to a new lessee on a reletting, all losses incurred by Lessor as a result of Lessee's default, a reasonable allowance for Lessor's administrative costs attributable to Lessee's default, and all reasonable attorney's fees incurred by Lessor in enforcing any of Lessor's rights or remedies against Lessee. The Lessee hereby expressly waives any and all rights of redemption in the event of eviction or dispossession by judgment or warrant of any court or judge, and the Lessee waives and will waive all right to trial by jury in any summary proceeding hereafter instituted by the Lessor against the Lessee in respect of the Demised Premises. All remedies herein provided shall be deemed cumulative and shall in no way limit or restrict the Lessor from pursuing such other and further remedies as may be allowed at law or in equity.

15. **ACCELERATION OF RENT UPON DEFAULT:** INTENTIONALLY DELETED.

16. **HOLDING OVER:** Lessor and Lessee recognize that the damage to Lessor resulting from any failure by Lessee to timely surrender possession of the Demised Premises will be substantial, will exceed the amount of the monthly installments of the Rent and Additional Rent payable hereunder, and will be impossible to measure accurately. Lessee therefore agrees that if possession of the Demised Premises is not surrendered to Lessor upon the expiration date or sooner termination of this Lease, in addition to any other rights or remedies Lessor may have hereunder or at law, Lessee shall pay to Lessor, as liquidated damages, a sum equal to two times the aggregate of a full month's Base Rent and Additional Rent that was payable under this Lease during the last month of the Lease Term for each month and for each portion of any month during which Lessee holds over in the Demised Premises after the expiration date or sooner termination of this Lease, regardless of the number of days Lessee remains in the in the Demised Premises beyond expiration date or sooner termination of this Lease. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Demised Premises after the expiration date or sooner termination of this Lease. The provisions of this paragraph shall survive the expiration date or sooner termination of this Lease. Lessee's occupancy subsequent to the expiration date or sooner termination of this Lease, whether or not with the consent or acquiescence of Lessor, shall be deemed to be that of a tenancy-at will and in no event from month-to-month or year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this paragraph. In the event the Lessee defaults or remains in possession of the Demised Premises or any part thereof after the expiration of the tenancy-at-will created hereby then the Lessee's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.

17. **EXCUSABLE DELAY:** Whenever Lessor is required by the provisions of this Lease to perform an obligation or any work and Lessor is prevented from doing so by reason of an Excusable Delay (as hereinafter defined), Lessor shall be temporarily relieved of its obligation to so perform, provided it promptly notifies the Lessee of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; unforeseen physical (including environmental) conditions; failure or inability to secure (i) materials (or their reasonable substitutes) after diligent effort, (ii) supplies (or their reasonable substitutes) after diligent effort; or (iii) labor through ordinary sources after diligent effort; regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of Lessee which prevents the Lessor from complying, or which materially and adversely interferes with the Lessor's ability to comply with, an obligation under this Lease on Lessor's part to be performed. Any time limits required to be met by Lessor hereunder, whether specifically made subject to Excusable Delay or not, except those related to the provision of insurance and the payment of Rent under this Lease shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay. Lessee shall, in no event, have any right to terminate this Lease, abate Base Rent or Additional Rent or assert a claim of partial or total actual or constructive eviction because of any failure by Lessor to perform any obligation or work required to be performed under this Lease, if such failure occurs by reason of Excusable Delay. In no event, however, shall an Excusable Delay be applicable to any obligation of Lessee to pay Rent or Additional Rent hereunder, to pay any other sum of money required to be paid hereunder or to provide any insurance required to be provided hereunder.
18. **DESTRUCTION:** In the event the Demised Premises are damaged by fire, earthquake, enemy, act of God or the elements or other casualty, the Lessor, unless it shall otherwise elect as hereinafter provided, shall repair the same with reasonable dispatch after written notice of the damage. If such damage is so extensive as to render the Demised Premises untenantable, but nevertheless repaired by the Lessor, then the Rent (but not Additional Rent) shall be abated to an extent corresponding with the time during which and the extent to which said Demised Premises may have been untenantable. If such repairs, however, are delayed because of the Lessee's failure to adjust the Lessee's own insurance claim, no rental reduction shall be allowed beyond a reasonable time allowed for such adjustment. The Lessor shall have the right to determine, within a reasonable time after such occurrence regardless of its cause, whether to demolish, rebuild or reconstruct the Building containing the Demised Premises and, in the event of such decision by the Lessor to so demolish, rebuild or reconstruct, then, upon notice given by the Lessor to the Lessee, this Lease shall terminate on a date to be specified in such notice as if that date had been originally fixed as the expiration date of the Lease Term here demised and the Rent and/or Additional Rent shall be adjusted as of the time of the occurrence of such damage or destruction. All cancellation or termination of Lease does not release Lessee from any liability in connection with any fire or casualty. Notwithstanding anything to the contrary contained herein, the Lessor shall have no obligation to repair or replace any of Lessee's property or any

alterations, additions or improvements to the Demised Premises not originally installed by Lessor. Lessor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Lessor's control. Notwithstanding anything to the contrary contained herein, if the fire or other casualty is caused by an act or neglect of Lessee, Lessee's agents, servants, visitors, employees, invitees or licensees, or, at the time of the fire or casualty, the Lessee is in default in any terms of this Lease, then all repairs will be made at Lessee's expense and Lessee shall not be entitled to any abatement of Rent notwithstanding any such damage or destruction. The Lessee shall give immediate notice to the Lessor in case of such damage or destruction.

19. **CONDEMNATION:** If the whole or a portion of the Demised Premises shall be taken for any public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement or purchase in connection with such public or quasi-public use, the Lease at the option of the Lessor shall terminate as of the date title shall vest in the condemnor. If any part of the Demised Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Demised Premises were leased, then the Lessee shall have the right to terminate this Lease as hereinafter provided. Upon any such taking, with or without a termination of this Lease, all compensation awarded shall belong and be paid to the Lessor and the Lessee shall have no claim thereto and the Lessee hereby irrevocably assigns, transfers, releases and sets over to the Lessor any right to compensation for damages to which the Lessee may become entitled during the Lease Term hereof by reason of such condemnation or taking, provided, however, that in the event of such taking and a termination of this Lease by either party as a result of or in connection therewith the Lessee shall be entitled to a payment from the Lessor of an amount equal to the unamortized cost (depreciated on a straight line basis computed monthly) to the Lessee of all leasehold improvements made by the Lessee during the original Lease Term hereof and such payment shall be made by the Lessor out of the proceeds received by the Lessor from the condemning authority and such claim of the Lessee shall not be deemed a claim against the condemning authority or a lien on such proceeds. In no event shall the amount which the Lessor shall be obligated to pay the Lessee hereunder exceed the amount of the Lessor's award less all expenses incurred by the Lessor in connection with the securing or obtaining of such award. In the event that upon such taking there shall be no termination of this Lease by either party, this Lease shall continue for the balance of its Lease Term as to the part of the Demised Premises remaining. In such event the Rent payable by the Lessee to the Lessor hereunder and all items of Additional Rent payable hereunder as are determinable by reference to the area of the Demised Premises shall be reduced pro rata in the proportion in which the area of the Demised Premises so taken bears to the area of the Demised Premises before such taking, and all other liabilities of the Lessee hereunder shall remain unaffected. If upon such taking this Lease shall not terminate and shall continue as herein provided, the Lessor shall at its own cost and expense restore the remaining portion of the Demised Premises to the extent necessary to render it useable for the purposes for which it was leased and shall make all repairs to the building in which the Demised Premises are located to the extent necessary to constitute the building a complete architectural unit, provided that such work shall not exceed the scope of construction existing immediately prior to such taking and the cost of such restoration shall not exceed the proceeds of the condemnation award less the Lessor's expenses in securing such award. Termination of this Lease by either party under the

provisions of this paragraph shall be effected by the delivery of a thirty (30) day notice by such party to the other.

20. **SALE OF PREMISES:** In the event of a sale or conveyance by the Lessor of all or any part of the Lessor's estate containing the Demised Premises, the same shall operate to release the Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of the Lessee, and in such event the Lessee agrees to look solely to the responsibility of the successor in interest of the Lessor.
21. **ESTOPPEL:** At Lessor's request, Lessee agrees, within ten (10) days after receipt, to execute a lease estoppel certificate stating that:
 - a. The Lease is unmodified and in full force and effect;
 - b. The term of the Lease has begun and Rent payable under the Lease is accruing;
 - c. No notice of default or termination of the Lease has been served on Lessee under the terms of the Lease;
 - d. To the best of Lessee's knowledge, neither he nor the Lessor are in default in any way under the Lease. In addition, Lessee certifies that no event has occurred that with the passage of time or giving notice would constitute default under the Lease by either him or the Lessor; and certifying with respect to such other information with respect to this Lease and Lessee's occupancy of the Demised Premises as Lessor shall reasonably request.
22. **SUBORDINATION:** The Lessee hereby expressly covenants and agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on any part of the premises of which the Demised Premises are a part and such subordination is hereby made effective without any further act by the Lessee. The Lessee shall at any time or from time to time upon request by the Lessor execute and deliver any instruments, releases or other documents that may be required for the purpose of subordinating this Lease to the lien of such mortgage, deed of trust or other instrument of security. The Lessee further hereby appoints the Lessor as the Lessee's attorney in fact, irrevocably, to execute and deliver any such instruments.
23. **SIGNS:** The Lessee shall not inscribe, paint or affix any signs, placards or advertisements on the exterior or roof of the Demised Premises or upon entrance doors, windows or upon any adjoining or appurtenant lands without obtaining the prior approval of the Lessor in writing or without obtaining such permits therefor as may be required under any ordinance, local law, order, rules of regulation of the municipality having jurisdiction thereof. Any such sign, placard or advertisement so placed upon the Demised Premises shall be removed by the Lessee at the termination of this Lease and the Lessee shall repair any damage or injury to the Demised Premises caused thereby, and upon the failure of the Lessee to comply herewith, the Lessor may have the same removed and the Lessee shall be liable to the Lessor for the expense thereof.
24. **ENTIRE AGREEMENT, WAIVER:** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified, changed or terminated

in whole or in part orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. The receipt of Rent and/or Additional Rent by the Lessor, with knowledge of any breach of this Lease by the Lessee or of any default on the part of the Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. If the Lessee makes any payment of any amount less than that due hereunder, the Lessor without notice may accept the same as a payment on account; the Lessor shall not be bound by any notation on any check involving such payment nor any statement in any accompanying letter. No failure on the part of the Lessor to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Lessor, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Lessor to enforce the same in the event of any subsequent breach or default. The receipt by the Lessor of any rent or any other sum of money or any other consideration hereunder paid by the Lessee after the termination, in any manner, of the term herein demised, or after the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the Lessor. Neither acceptance of the keys nor any other act or thing done by the Lessor or any agent or employee of the Lessor during the term herein demised shall be deemed to be an acceptance of a surrender of said Demised Premises, excepting only an agreement in writing signed by the Lessor accepting or agreeing to accept such a surrender. Any right herein granted to the Lessor to terminate this Lease shall apply to any extension or renewal of the term herein demised, and the exercise of any such right during the term herein demised shall terminate any extension or renewal of the term herein demised, and any right on the part of the Lessee thereto. No act or conduct of any nature or character on the part of the Lessor or its agents, servants or employees other than by an agreement in writing signed by the Lessor shall be construed as a waiver of the provisions of this paragraph irrespective of any circumstances existing at the time of such act or conduct.

25. **NOTICE:** Any notice, request or demand under this Lease shall be in writing and shall be considered properly delivered upon receipt when (i) addressed to 1100 Sunrise Boulevard, Rotterdam, New York 12306 in the instance of the Lessee, and to the place where Rent is paid in the instance of the Lessor, or to such other address as may be from time to time furnished in writing by either party to the other, and (ii) either (a) served personally, (b) sent by certified mail (return receipt requested) and deposited in a United States general or branch post office, (c) sent by a private reputable overnight carrier with a bill of lading and evidence of receipt, or (d) sent by email with confirmation of such notice from the other party.
26. **SECURITY:** Lessee is to pay contemporaneous with the signing of this Lease Agreement, the sum of TWO THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 50/100 (\$2,737.50) Dollars, as Security Deposit for the full and faithful performance and observance by Lessee of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Lessee defaults in the full and prompt payment and performance of any of Lessee's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Lessor may use, apply or retain the whole or any part of the Security Deposit so deposited to the extent

required for the payment of any Rent and/or Additional Rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's defaults. If Lessor shall so use, apply or retain the whole or any part of the Security Deposit, Lessee shall replenish the Security Deposit on demand. If Lessee shall fully and faithfully comply with all of Lessee's obligations under this Lease Agreement, the Security Deposit or any balance thereof shall be returned to Lessee upon the termination of the Lease and after delivery to the Lessor of entire possession of the Demised Premises. The Security Deposit shall not be used as last month's Rent. In the event of any sale of Lessor's interest in the premises, Lessor shall have the right to transfer the Security Deposit to the vendee and Lessor shall thereupon be released by Lessee from all liability for the return of such Security Deposit.

27. **FINANCIALS:** From time to time during the Lease Term, but not more often than annually, the Lessor shall have the right to request, and the Lessee shall thereafter promptly provide current financials from the Lessee.
28. **BROKERAGE:** Lessee warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations. Lessee shall indemnify and hold Lessor harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Lessee.
29. **HAZARDOUS SUBSTANCES: LESSEE:** (a) Lessee, or its employees, agents, representatives, licensees, invitees or customers shall not cause any Hazardous Substances (hereinafter defined) to be used, stored, generated or disposed of in, on or about the Industrial Park, Building, the land upon which the Building and Demised Premises are situated (the "Land") or Demised Premises by Lessee, its agents, employees, contractors or invitees, except for such Hazardous Substances as are used in strict conformity with all Environmental Laws (hereinafter defined). Lessee shall indemnify and hold harmless the Lessor, its mortgagees, industrial development agencies, agents, employees, officers, shareholders and directors, from any and all claims, damages, fines, judgements, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Lease Term from or in connection with the use, storage, generation or disposal of Hazardous Substances in, on or about the Land, Building or Demised Premises by anyone other than Lessor's agents, employees, contractors, invitees or licensees.

(b) As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by "Environmental Laws". The term "Environmental Laws" means Federal, State and local laws and regulations, judgements, orders and permits governing safety and health and the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended (CERCLA), the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.*, the Clean Water Act, 33 U.S.C. 1251 *et seq.*, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, the Toxic Substance

Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j. “Hazardous Substances” includes any and all materials or substances which are defined as “hazardous waste”, “extremely hazardous waste” or a “hazardous substance” pursuant to state, federal or local government law. “Hazardous Substances” also includes asbestos, polychlorinated biphenyls (“PCBSs”) and petroleum products.

30. **MISCELLANEOUS:**

- (a). References. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The use herein of the word “including” or “include” when following any general statement, term or matter shall not be construed to limit such statement, term or matters to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, or “but not limited to,” or words of similar import) is used with reference thereto. All references, if any, to “mortgage” and “mortgagee” shall include deeds of trust and beneficiaries under deeds of trust, respectively. All Exhibits and Riders (if any) referenced and attached to this Lease are incorporated in this Lease by this reference. The captions preceding Sections of this Lease have been inserted solely as a matter of convenience, and such captions in no way define or limit the scope or intent of any provision of this Lease.
- (b). Successors and Assigns. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives and successors and assigns.
- (c). Severability. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.
- (d). Construction. This Lease shall be governed by and construed in accordance with the laws of the State of New York, without regard for such State’s choice of law requirements.
- (e). Delivery for Examination. Delivery of this Lease to Lessee shall not bind Lessor in any manner, and no lease or obligations of Lessor shall arise until this Lease is signed by both Lessor and Lessee and delivery is made to each.
- (f). Lessee Authority. Lessee warrants, covenants and represents that it is duly organized and qualified to do business in the State of New York, and it has the power and authority to enter into this and the person executing this Lease on behalf of Lessee hereby covenants, warrants, and represents that he or she is authorized to enter into

this Lease on behalf of Lessee.

- (g). No Construction Against the Preparer of this Lease. This Lease has been prepared by the Lessor and its professional advisors and reviewed by the Lessee and its professional advisors. Lessor, Lessee, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lessor or Lessee or against Lessor or Lessee merely because of their efforts in preparing it.
- (h). Personal Jurisdiction. The Lessee hereby submits to personal jurisdiction in the State Courts of the State of New York or any Federal Court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any suit being made upon the Lessee by mail at the address set forth herein. The Lessee hereby knowingly, voluntarily and intentionally waives the right to service of process by the RPAPL, the CPLR or any other applicable statute.
- (i). Lease Year. The term "Lease Year" shall mean the twelve (12) month period commencing on the "Commencement Date" and each twelve (12) full calendar month period thereafter.
- (j). Integration. This Lease supersedes and renders null and void all previous understandings, promises, covenants and conditions, whether written or verbal, with respect to Lessor's leasing of the Demised Premises to Lessee.
- (k). Additional Rent. All sums of money payable by Lessee to Lessor hereunder (exclusive of Base Rent) shall be deemed Additional Rent, regardless of whether or not specifically referred to as Additional Rent in this Lease.
- (l). Waiver of Jury Trial. Except for an action, proceeding or counterclaim brought by either Lessor or Lessee against the other for personal injury or property damage, Lessor and Lessee hereby waive trial by jury in any action or proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the Demised Premises, including any emergency or other statutory remedy with respect thereto.
- (m). Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Lease. The parties shall be entitled, in their sole discretion, to image or make copies of any final, fully executed documents, including but not limited to the Lease and any related Exhibits or Amendments, and the parties may destroy or archive the paper originals.

31. **NO RECORDATION:** Lessee shall not record or file with any recording clerk's office, either this Lease or any notice or memorandum of this Lease without the express written consent of Lessor, which consent may be withheld in Lessor's sole discretion and which consent, if given, may be conditioned upon Lessee placing in escrow with Lessor's attorney a document discharging of record any such recorded or filed document. If Lessee shall record or file this Lease, or any notice or memorandum thereof without first receiving Lessor's written consent thereto, the Lessor may, and Lessee hereby irrevocably appoints Lessor its agent, coupled this interest to, discharge of record any such recordation or filing at Lessee's expense. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.
32. **RELOCATION:** In the event that Lessor in the exercise of its commercially reasonable, good faith discretion decides to redevelop the Demised Premises, the Lessor may require the Lessee to relocate to an alternate premises designated by Lessor, comparable to the Demised Premises, effective as of the end of a calendar month by sending Lessee notice of Lessor's desire to relocate Lessee not less than 30 days prior to the effective date of such relocation. From after the date that the Lessee has relocated to alternate space all references to the "Demised Premises" shall thereafter mean, and refer to, such alternate space. Should relocation be necessary, the new location must be acceptable to Lessee in the exercise of Lessee's reasonable judgment.

[SIGNATURE PAGE FOLLOWS]

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

FG ROTTERDAM HOLDINGS, LLC

By: _____

Name: David M. Buicko

Title: Authorized Representative

Date: _____

TOWN OF ROTTERDAM

By: _____

Name:

Title:

Date: _____

EXHIBIT A- FLOOR PLAN



EXHIBIT B

ROTTERDAM CORPORATE PARK SNOW REMOVAL POLICY

Subject to unforeseen circumstances beyond Lessor's reasonable control, all main roads, walkways and any parking lots that are required to be cleared pursuant to this Lease, will commence whenever three (3) inches of snow has fallen during any given snowstorm, and will continue until the storm ends or the accumulation of snow is cleared. Sanding and salting of any portion of the Demised Premises shall only be performed when specifically required under the terms of the Lease.

Lessee is required to cooperate in all reasonable respects with Lessor's snow clearing efforts, including, without limitation removing vehicles and/or personal property that may obstruct Lessor's snow clearing efforts. Lessor agrees to take commercially reasonable efforts to (i) notify Lessee of any instances where its vehicles and/or personal property may interfere with Lessor's snow removal efforts so as to allow Lessee to temporarily relocate any vehicles and/or personal property and (ii) avoid damaging Lessee's vehicles improperly left on parking or others areas within the Industrial Park.

Lessee acknowledges that, because of extreme weather and wind conditions that from time to time occur in upstate New York, Lessor cannot assure Lessee that compliance by Lessor of the snow clearing policy will always result in roadways parking areas, and walkways being, or remaining, free from ice or snow.

RESOLUTION NO. 304.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 22, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Enact Local Law 6 - To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: no parking at any time"

TOWN BOARD MEETING: September 24, 2025

Background Information: The Pop Warner football league uses a field off of Fern Avenue. When their parking area was sold it forced spectators to park on the street, which hindered neighborhood traffic. A public hearing was called and held for September 24, 2025 for public comment on amending the days and times that there is no parking allowed.

Evaluation/Analysis: Recently a parking area was designated on their property which will reduce the need for spectators parking on the street. Pop Warner football games are only held on Saturdays and Sundays from September 1 through November 30. Signs on Fern Ave should have the No Parking Signs changed to No Parking on Saturdays and Sundays from September 1 through November 30.

Recommendation(s): Enact Local Law 6 - To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: no parking at any time".

Attachment/Document(s): Local Law 6 with proposed amendments.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Local Law No. 4 of 2021

LEGISLATION WILL BE PREPARED BY: Supervisors Office



Department of State
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

6 of the year 20 25

Local Law Title: To amend Chapter 266, "Vehicles and Traffic", Section 52, entitled "Schedule XII: No Parking At Any Time" by amending the signage to state "No Parking on Saturdays and Sundays from September 1 through November 30". (See attached streets)

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ County ☐ City ☒ Town ☐ Village
(Select one)

of Rotterdam as follows on the attached pages:
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ of the year 20 ____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 6 of 2025 of the ~~(County)(City)(Town)(Village)~~ of Rotterdam was duly passed by the Town Board on September 24 2025 in accordance with the applicable provisions of law.

(Name of Legislative Body)

~~2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

~~3. (Final adoption by referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

~~Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.~~

~~4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was (approved)(not approved)(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with the applicable provisions of law.~~

~~(Name of Legislative Body)~~

~~(Elective Chief Executive Officer*)~~

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

Local Law Filing

5. ~~(City local law concerning Charter revision proposed by petition.)~~

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20 ____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 ____ became operative.

6. ~~(County local law concerning adoption of Charter.)~~

I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20 ____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 ____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph _____ above.

(Seal)

Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

(Date)

Proposed amendment to Local Law No. 4 of 2021:

All “No Parking At Any Time” signs shall now state:

“No Parking on Saturdays and Sundays from September 1 through November 30” on the following streets:

Bernard Street in both directions from Vinewood Avenue to Palma Avenue; and

Name of Street	Side	Location
Aster Street	North	Fern Avenue to Evergreen Avenue
Aster Street	South	Thirty Feet to Lawn Avenue
Fern Avenue	East	Lilac Street to Tulip Street
Fern Avenue	West	Thirty Feet to Remsen Street
Fern Avenue	West	Thirty Five Feet to Aster Street*
Fern Avenue	West	Thirty Five Feet to Tulip Street*
Lilac Street	North	Fern Avenue to Lawn Avenue
Lilac Street	South	Thirty Feet to Lawn Avenue
Remsen Street	North	Palma Avenue to Paul Avenue
Remsen Street	South	Thirty Five Feet to Fern Avenue*

RESOLUTION NO. 305.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 19, 2025

TO: Mollie A. Collins, Town Supervisor
Town Board

FROM: Alison Grace, Town Comptroller

TITLE OF REQUEST: Copier/Printer leases

TOWN BOARD MEETING: September 24, 2025

Background Information: Multiple copiers within the Town are due for an updated lease agreement.

Evaluations/Analysis: Three separate companies provided quotes including specific requirements for each of the five departments (Justice, DPW, Senior Center, Comptroller and Town Clerk). A review of lease costs, including rates for copies in excess of the lease, and reputation of both leasing company and brand of machine supplied by each company, resulted in favor of Electronic Business Products, leasing through De Lage Landen Financial Services, to lease and maintain copiers/printers for a 5 year term. Total annual cost savings to the Town is estimated to be about \$2,500 when compared to current leases.

Recommendation: To sign 60 month (5 year) leasing agreement with Electronic Business Products for departments noted above

Attachment/Document(s): De Lage Landen Financial Services Lease agreement, along with quoted rates

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CUSTOMER					
Full Legal Name TOWN OF ROTTERDAM		Tax ID	Phone (518) 355-0991	Send Email Invoice To:	
Billing Address 1100 SUNRISE BLVD, ROTTERDAM, NY , US 12306-2936			Attention To:		Purchase Order
PRODUCT					
Qty	Make	Model	Serial Number(s)	Location	Description
3	RICOH	IMC 3510			PRINTER, COPIER
1	RICOH	IMC2510			SCANNER
Asset Condition: ☐ New ☐ Used/Not New ☐ Mixed (some New, some Used/Not New) Attach Separate Schedule A if Necessary					
PAYMENTS					
Number of Payments		Payment		Term in Months:	Payment Frequency:
60		734.10 Plus Applicable Taxes		60	Monthly
Does payment include maintenance/service/supplies? ☐ Yes		Is Customer sales tax exempt? ☐ Yes (please provide valid certificate)		Advance Rent (PLUS)	Down Payment (EQUALS)
				Total Payment Required	
				Plus Applicable Taxes	

1. **Lease:** In this Lease Agreement ("Agreement"), Customer hereby leases from Company the product(s) identified above, including any replacement parts, repairs, additions, software, and accessories ("Product"). This Agreement commences on the "Commencement Date" which is earlier of (i) the date Customer signs a delivery and acceptance certificate provided by Company ("Acceptance") or (ii) if Company does not require Customer to sign an Acceptance, the date the Product is delivered to Customer, unless Customer notifies Company in writing of Customer's non-acceptance within two (2) days of the date the Product is delivered to Customer. Customer is deemed to have unconditionally and irrevocably accepted the Product on the Commencement Date. This Agreement is not binding on Company until the earlier of (i) the date Company signs this Agreement or (ii) the date Company activates the Agreement as reflected in Company's books and records. CUSTOMER'S OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF, OR COUNTERCLAIM. THIS AGREEMENT MAY BE MODIFIED ONLY IN WRITING SIGNED BY THE PARTIES.

2. **Payments:** Customer will pay Company the amounts identified in the "PAYMENTS" box above ("Payments") beginning on the Commencement Date or any later date Company designates until all amounts are paid in full. If a Payment is not made when due, Customer will pay Company a late charge of 5% of the Payment or \$10.00, whichever is greater ("Late Charge"). Customer must pay the Late Charge in addition to all other amounts due to Company under this Agreement. Customer will pay Company a \$75.00 fee for Company's costs related to preparing documentation, including financing statements, and for administering this Agreement. Company may increase the Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Payment in effect at the end of the prior annual period.

3. **Title:** See Additional Terms and Conditions.

4. **Product Use, Maintenance, and Warranties:** COMPANY IS LEASING THE PRODUCT TO CUSTOMER "AS-IS" AND MAKES NO, AND DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Payments do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the "PAYMENTS" box above, and Company is not responsible for providing Service. Customer has selected the Product and the service provider ("Provider"), if applicable, and expressly assumes all risks arising from the Provider's inability to deliver Service. Customer's obligations to pay all Payments when due will not be affected by any dispute, claim, or defense that Customer has or may have against the manufacturer or supplier, software licensor, and/or Provider. Customer acknowledges that Company did not create, manufacture, supply, distribute, or license (i) the Product or (ii) any other software that subsequently may be installed or used in connection with the Product.

5. **Risk of Loss and Insurance:** See Additional Terms and Conditions.

6. **Taxes:** See Additional Terms and Conditions.

7. **End of Lease and Renewal:** Unless Customer has a \$1.00 purchase option, Customer shall give Company at least 60 days, but not more than 120 days, written notice to Company's address below before the expiration of the initial term, or any renewal term, of Customer's intention to purchase or return the Product. If Customer fails to notify Company, or if Customer does not purchase or return the Product as provided in this section, this Agreement will automatically renew at the same Payment amount for consecutive sixty (60) day periods, or the maximum renewal term as permitted by applicable law. Customer shall remove all confidential information from the Product prior to returning the Product.

8. **Default and Remedies:** Customer is in default under this Agreement if: (a) Customer fails to pay a Payment or any other amount when due; (b) Customer breaches any other obligation under this Agreement or any other Agreement with Company or its affiliates or related parties or under any License; (c) Customer or its owner(s) or any guarantor(s) are listed on, or subject to sanctions from, a U.S. or foreign government sanctions list. If Customer is in default, Company may exercise, without notice or an opportunity to cure, any one or more of the following: (a) declare the entire balance of unpaid Payments for the full Agreement term immediately due and payable to Company; (b) sue Customer for and receive all Payments and any other payments then accrued or accelerated under this Agreement or any other agreement plus the Product's anticipated end of lease fair market value or fixed price purchase option ("Residual") with future Payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (c) charge Customer interest on all amounts due at the rate of 18% per year, or the highest rate permitted by law, from the date of default; (d) cause licensor to terminate all of Customer's rights to use any or all of the software under a License; (e) charge Customer a non-sufficient funds charge of \$25.00 for a check that is returned; (f) require that Customer immediately return the Product to any location designated by Company or Company may peaceably repossess it; and (g) pursue all other remedies under applicable law. Any return or repossession will not be considered a termination or cancellation of this Agreement.

9. **Assignment:** See Additional Terms and Conditions.

10. **Miscellaneous:** THIS AGREEMENT WAS MADE IN PENNSYLVANIA ("PA"), IS DEEMED TO BE PERFORMED IN PA, AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PA. CUSTOMER CONSENTS TO THE EXCLUSIVE JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN PA, AND WAIVES TRIAL BY JURY. This Agreement is a "Finance Lease" as defined in Article 2A of the UCC. Customer waives all rights and remedies under UCC Section 2A-508 through 2A-522. Any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by Company or attached to Company's manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Agreement constitutes "electronic chattel paper", the version identified by Company as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At Company's option, Company may require a manual signature. CUSTOMER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS AS SET FORTH AT THE BELOW QR CODE AND ENTER 672A23V (ALSO AVAILABLE AT [SEEMYTERMS.COM/672A23V](https://seemyterms.com/672A23V)): (i) WERE READ AND AGREED TO BY CUSTOMER PRIOR TO SIGNING BELOW; (ii) ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN; AND (iii) ANY CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING GIVEN THEM IN THE TERMS AND CONDITIONS. For information about the Company's privacy practices, please review the Company's privacy statement at <https://dlgroup.com/usprivacy>.

CUSTOMER		QR CODE	COMPANY	
Customer agrees that this is a non-cancelable lease.			DE LAGE LANDEN FINANCIAL SERVICES, INC.	
Full Legal Name TOWN OF ROTTERDAM			1111 OLD EAGLE SCHOOL RD, WAYNE, PA , US 19087-1453	
Signature		DOB	Date	Agreement Number 500-50788827
Title		Print Name	Accepted By	
ACCEP- TANCE	The Product has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>Town of ROTTERDAM</u>	DBA Name (If Any) _____
	Billing Address <u>1100 SUNRISE BLVE</u>	Phone Number <u>518-355-7575</u>
	City <u>ROTTERDAM</u> County _____ State <u>NY</u> Zip Code <u>12306</u>	
	Agreement Number <u>500-50788827</u>	Agreement Date <u>9/22/2025</u>

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____
ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

DELIVERY AND ACCEPTANCE

AGREEMENT NAME/DESCRIPTION DLL LEASE
AGREEMENT DATE 9/22/2025 AGREEMENT NUMBER 500-50788827
COMPANY NAME TOWN OF ROTTERDAM

CUSTOMER	Full Legal Name <u>TOWN OF ROTTERDAM</u>	DBA Name (If Any) _____
	Billing Address <u>1100 SUNRISE BLVD</u>	Phone Number _____
	City <u>ROTTERDAM</u> County <u>_____</u> State <u>NY</u> Zip Code <u>12306</u>	

EQUIPMENT / SYSTEM INFORMATION	Equipment / System Location (if not same as above) _____				
	City _____ County _____ State _____ Zip Code _____				
	Quantity	Model Number	Serial Number (if applicable)	Description (Attach Schedule If Necessary)	Initial Meter Reading (if applicable)
	1	IM 6000		PRINTER, COPIER AND SCANNER	

Customer certifies that all of the above described Equipment/System financed by Company has been received in good condition, installed, operates properly, and is, therefore unconditionally accepted for purposes of the above-referenced Agreement Number (the "Agreement"). Customer authorizes Company to pay the vendor for the Equipment/System.

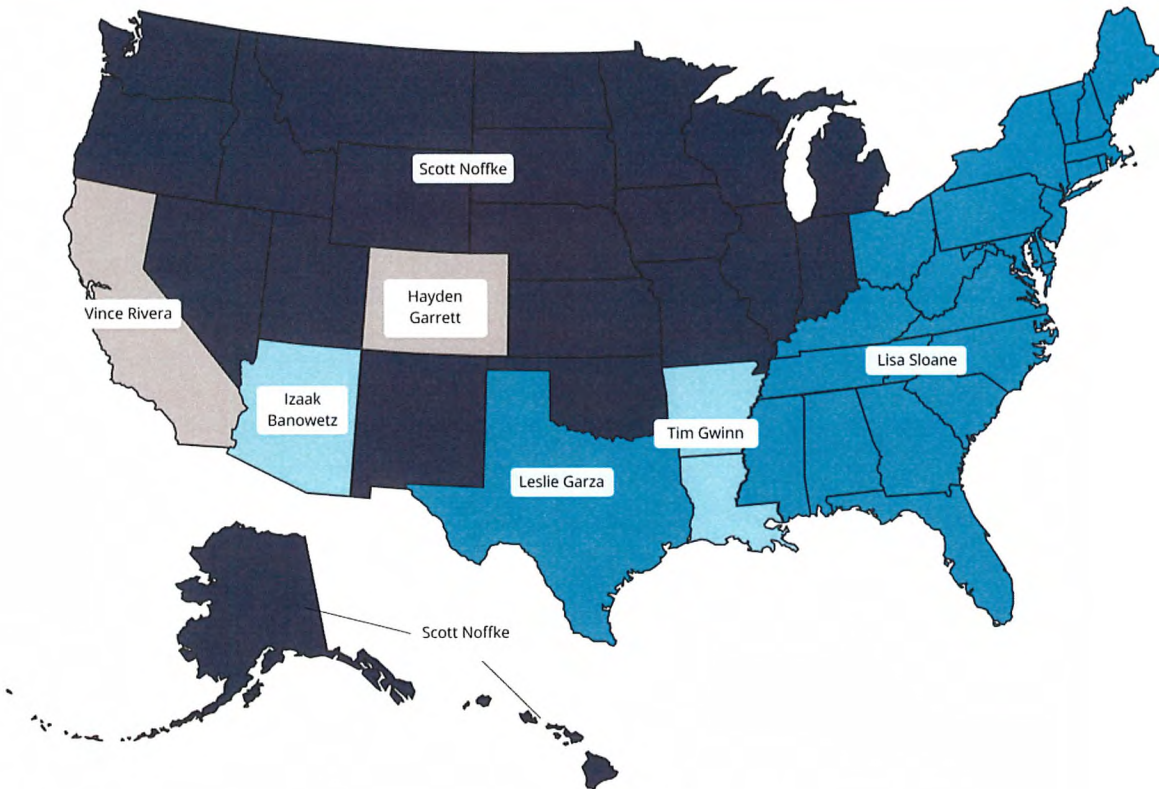
YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature _____ (AGREEMENT MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)
	Print Name _____
	Title _____ Date _____
	For _____ Legal Name of Corporation or Partnership

OFFICE USE ONLY	Name of Authorized person verifying Delivery and Acceptance of Equipment _____
	Signature of Employee who made Telephone Verification _____
	Date of Telephone Verification _____

17ANC006

Public Sector – State Government


Chris McEntee

Regional Vice President – North Central
 Cell: 913-396-3450
chris.mcentee@omniapartners.com

Scott Noffke

Director – State Government West
 Cell: 715-225-7315
scott.noffke@omniapartners.com

Rob Fiorili

Regional Vice President – West
 Cell: 925-588-5054
rob.fiorili@omniapartners.com

Vince Rivera

Director – State Government
 Cell: 209-747-7652
vince.rivera@omniapartners.com

Izaak Banowetz

Director – State Government
 Cell: 256-996-6654
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Pam Pedler

Group Vice President - East
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pam.pedler@omniapartners.com

Lisa Sloane

Director - State Government East
 Cell: 770-265-0262
lisa.sloane@omniapartners.com

Scott Wilson

Regional Vice President – South Central
 Cell: 856-816-5838
scott.wilson@omniapartners.com

Hayden Garrett

Director - State Government
 Cell: 970 - 415- 3255
hayden.garrett@omniapartners.com

Tim Gwinn

Director - State Government
 Cell: 713 - 819 - 4827
tim.gwinn@omniapartners.com

Leslie Garza

Director – State Government
 Cell: 956-279-5240
leslie.garza@omniapartners.com



(800) 333-0737

WWW.EBP-INC.COM

FED ID: 14-1640393

SALES REP

Name: Gregory Hoffis
Proposal #: QN-00767
Proposal Name: TOWN OF ROTTERDAM COMPTROLLER - New comptroller
Proposal Date:
eMail: ghoffis@ebp-inc.com
Phone: (518) 222-1121

SALES ORDER AGREEMENT

SHIP TO:		BILL TO:	
Name/Account #:	TOWN OF ROTTERDAM COMPTROLLER	Name/Account #:	TOWN OF ROTTERDAM COMPTROLLER
Address:	1100 SUNRISE BLVD	Address:	1100 SUNRISE BLVD
City/State/Zip:	ROTTERDAM, NY 12306	City/State/Zip:	ROTTERDAM, NY 12306
Contact:	CHUCK GERHARD	Contact:	CHUCK GERHARD
Phone:	(518) 355-7575	Phone:	(518) 355-7575
eMail:	hgerhard@rotterdamny.org	eMail:	hgerhard@rotterdamny.org

LEASE INFORMATION

Sale Type:	Lease	Lease Term:	60	Tax Information	
Purchase Order #:		Lease Type:	Tax Exempt Muni Rate-MONTHLY	Tax Exempt:	YES / NO
Requested Delivery Date:	9/9/2025	Lease Rate:		Exempt Use:	YES / NO
Lease Company:	DLL	Buyout/Trade:		County:	
Lease Company Phone:		Return Freight:		Tax Rate:	ACTUAL

QTY	DESCRIPTION	ITEM #	UNIT SALES PRICE	TOTAL SALES PRICE	LEASE PAYMENT
2	IM C3510 Comptroller, DPW	419311			
2	FAX OPTION TYPE M52	419423			
2	BRIDGE UNIT BU3100	419381			
2	FINISHER SR3320	419399			
2	CABINET TYPE A5	52721			
2	INNOVOLT POWER FILTER W/INRUSH, SURGE AND NOISE PROTECT	W1500-15-120			
2	POSTSCRIPT3 UNIT TYPE M52	419416			
		CPC			
1	IM C3510 Court	419311			
1	FAX OPTION TYPE M52	419423			
1	CABINET TYPE A5	52721			
1	POSTSCRIPT3 UNIT TYPE M52	419416			
		CPC			
1	IM C2510 Senior Center	419348			
1	FAX OPTION TYPE M52	419423			
1	INTERNAL FINISHER SR3310	419401			
1	CABINET TYPE A5	52721			
1	POSTSCRIPT3 UNIT TYPE M52	419416			
		CPC			
1	IM 6000 Town Clerk	418830			

NOTES

	Subtotal	\$ 33,788.40	\$ 701.35
1-IMC3510 COURT NO FIN;2-IMC3510, 3RD FLR/DPW;	Sales Tax	ACTUAL	ACTUAL
1-IMC2510 SENIOR CENTER; 1-IM6000 CLERK	TOTAL INVESTMENT	\$ 33,788.40	\$ 701.35

SERVICE AGREEMENT

QTY	MODEL	BASE TERM	VOLUME ALLOWANCE		METER TERM	BASE CHARGE		EXCESS PER PAGE CHARGE	
			B&W	COLOR		B&W	COLOR	B&W	COLOR
2	IM C3510							\$ 0.00850	\$ 0.05250
1	IM C3510							\$ 0.00850	\$ 0.05250
1	IM C2510							\$ 0.01100	\$ 0.06380
1	IM 6000							\$ 0.00893	

All charges are exclusive of sales and use tax. 11 X 17 page equals ____ Page(s).

This Agreement is NON-CANCELLABLE and NON-REFUNDABLE. The terms and conditions on the face and reverse side of this Agreement correctly and completely set forth the entire agreement between the Parties. The Terms and Conditions on the reverse include, among other things, limitations of warranties, damages, and other liabilities. Customer acknowledges by its signature that it has read, understands, and accepts all terms and conditions which supersede and replace all prior agreements, statements, and understandings including any proposals made. By executing this Agreement, I acknowledge that I have read, understand, and accept the terms and conditions of this Agreement and am authorized to enter this Agreement on behalf of customer.

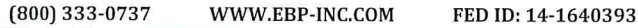
Customer Acceptance

Dealer Representative

Authorized Signature	Date	Signature	Date
Print Name & Title		Print Rep Name	

September 24, 2025

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SALES ORDER AGREEMENT

LEASE INFORMATION

SERVICE AGREEMENT

****All charges are exclusive of sales and use tax. 11 X 17 page equals ____ Page(s).****

~~September 24, 2025~~



Proposed to: Town of Rotterdam Dept of Public Works
 Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C31

Option A



31 black & white and digital color copies/prints per minute

300 Sheet duplex single pass document feeder

Automatic trayless duplexing

1200 x 1200 dpi image quality printing

Wireless connectivity

Retractable keyboard

One (550 Sheet) paper tray

100 sheet bypass tray

Zoom range 25%-400%

256 GB SSD w/ document filing

Network printer expansion kit included

Network color scanning kit included

Adobe Postscript 3

End of lease erase for HDD

NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C31	\$3,662.00	\$101.72
BP-DE13 (2) 550 sheet tray stand	\$687.50	\$19.10
BP-FX11 Fax expansion kit	\$311.00	\$9.13
BP-FN11 Inner finisher stapler	\$568.00	\$15.78
Total	\$5,228.50	\$145.73

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.

Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.



Proposed to: Town of Rotterdam Dept of Public Works
Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C36

Option B



36 black & white and digital color copies/prints per minute

300 Sheet duplex single pass document feeder

Automatic trayless duplexing

1200 x 1200 dpi image quality printing

Wireless connectivity

Retractable keyboard

One (550 Sheet) paper tray

100 sheet bypass tray

Zoom range 25%-400%

256 GB SSD w/ document filing

Network printer expansion kit included

Network color scanning kit included

Adobe Postscript 3

End of lease erase for HDD

NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C36	\$4,408.00	\$122.44
BP-DE13 (2) 550 sheet tray stand	\$687.50	\$19.10
BP-FX11 Fax expansion kit	\$311.00	\$8.64
BP-FN11 Inner finisher stapler	\$568.00	\$15.78
Total	\$5,974.50	\$165.96

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.

Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.

BP-70C31 / BP-70C36 / BP-70C45 Networked Digital Color Copier

Designed to fit today's diverse workstyles, the Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 31 / 36 / 45 PPM Black & White - 31 / 36 / 45 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Award-winning 10.1" (diagonally measured) touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 300-sheet duplexing single-pass document feeder offers double feed detection (optional) and scans documents at speeds up to 280 images per minute
- ◆ Collaborate with hybrid workers using popular cloud services, such as Microsoft Teams, Google Drive™, Dropbox and others
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Wireless LAN supports 5GHz Wi-Fi (802.11 ac) for stable, high-speed network communication
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Advanced Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Sharp Color Consistency System - Advanced auto-calibration helps ensure color output is always at peak performance
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



BP-70C45 shown with optional accessories



Proposed to: Town of Rotterdam Senior Center
Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C31



31 black & white and digital color copies/prints per minute

300 Sheet duplex single pass document feeder

Automatic trayless duplexing

1200 x 1200 dpi image quality printing

Wireless connectivity

Retractable keyboard

One (550 Sheet) paper tray

100 sheet bypass tray

Zoom range 25%-400%

256 GB SSD w/ document filing

Network printer expansion kit included

Network color scanning kit included

Adobe Postscript 3

End of lease erase for HDD

NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C31	\$3,662.00	\$101.72
BP-DE12 (1) 550 sheet tray stand	\$536.25	\$14.90
BP-FX11 Fax expansion kit	\$311.00	\$8.64
BP-FN11 Inner finisher stapler	\$568.00	\$15.78
Total	\$5,077.25	\$141.03

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.

Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.

BP-70C31 / BP-70C36 / BP-70C45 Networked Digital Color Copier

Designed to fit today's diverse workstyles, the Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 31 / 36 / 45 PPM Black & White - 31 / 36 / 45 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Award-winning 10.1" (diagonally measured) touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 300-sheet duplexing single-pass document feeder offers double feed detection (optional) and scans documents at speeds up to 280 images per minute
- ◆ Collaborate with hybrid workers using popular cloud services, such as Microsoft Teams, Google Drive™, Dropbox and others
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Wireless LAN supports 5GHz Wi-Fi (802.11 ac) for stable, high-speed network communication
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Advanced Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Sharp Color Consistency System - Advanced auto-calibration helps ensure color output is always at peak performance
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



BP-70C45 shown with optional accessories



Proposed to: Town of Rotterdam Town Clerk
 Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70M55

Option A



55 black & white copies/prints per minute
300 Sheet duplex single pass document feeder
 Automatic trayless duplexing
 1200 x 1200 dpi image quality printing
Wireless connectivity
Retractable keyboard
 One (550 Sheet) paper tray
 100 sheet bypass tray
 Zoom range 25%-400%
 256 GB SSD w/ document filing
 Network printer expansion kit included
 Network color scanning kit included
Adobe Postscript 3
 End of lease erase for HDD
NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70M55	\$3,713.00	\$103.14
BP-DE12 (1) 550 sheet tray stand	\$536.25	\$14.90
BP-FX11 Fax expansion kit	\$311.00	\$8.64
BP-FN11 Inner finisher stapler	\$568.00	\$15.78
Total	\$5,128.25	\$142.45
Options		
BP-FR12UL Data security kit	\$349.25	\$9.70

Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.
 Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.



Proposed to: Town of Rotterdam Town Clerk
Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70M65

Option B



65 black & white copies/prints per minute
300 Sheet duplex single pass document feeder
Automatic trayless duplexing
1200 x 1200 dpi image quality printing
Wireless connectivity
Retractable keyboard
One (550 Sheet) paper tray
100 sheet bypass tray
Zoom range 25%-400%
256 GB SSD w/ document filing
Network printer expansion kit included
Network color scanning kit included
Adobe Postscript 3
End of lease erase for HDD
NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70M65	\$4,437.00	\$123.25
BP-DE12 (1) 550 sheet tray stand	\$536.25	\$14.90
BP-FX11 Fax expansion kit	\$311.00	\$8.64
BP-FN12 Inner finisher stapler	\$568.00	\$15.78
Total	\$5,852.25	\$162.56

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.
Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.



BP-70M55 / BP-70M65 Networked Digital Copier

Designed to fit today's diverse workstyles, the Advanced Series monochrome document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like optional multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 55 / 65 PPM Black & White Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Enhanced touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 300-sheet duplexing single-pass document feeder offers double feed detection (optional) and scans documents at speeds up to 280 images per minute
- ◆ Collaborate with hybrid workers using popular cloud services, such as Microsoft Teams, Google Drive™ and Dropbox
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Inner Folding Unit option offers a variety of fold patterns, including tri-fold, z-fold and others
- ◆ Wireless LAN supports 5GHz Wi-Fi for stable, high-speed network communication
- ◆ Built-in retractable keyboard simplifies email address and subject line entries
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 34" (h)
(Measurements for base model without Stand)



BP-70M65 shown with optional accessories



Proposed to: Town of Rotterdam Comptroller's Office
 Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C31

Option A



31 black & white and digital color copies/prints per minute
300 Sheet duplex single pass document feeder
 Automatic trayless duplexing
 1200 x 1200 dpi image quality printing
Wireless connectivity
Retractable keyboard
 One (550 Sheet) paper tray
 100 sheet bypass tray
 Zoom range 25%-400%
 256 GB SSD w/ document filing
 Network printer expansion kit included
 Network color scanning kit included
Adobe Postscript 3
 End of lease erase for HDD
NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C31	\$3,662.00	\$101.72
BP-DE13 (2) 550 sheet tray stand	\$687.50	\$19.10
BP-TU10 Center exit tray	\$49.50	\$1.38
BP-FX11 Fax expansion kit	\$311.00	\$8.64
Total	\$4,710.00	\$130.83
Options		
BP-FR12UL Data security kit	\$349.25	\$9.70

Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.
 Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.
 Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.
 Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.



Proposed to: Town of Rotterdam Comptrollers Office
Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C36

Option B



36 black & white and digital color copies/prints per minute
300 Sheet duplex single pass document feeder
Automatic trayless duplexing
1200 x 1200 dpi image quality printing
Wireless connectivity
Retractable keyboard
One (550 Sheet) paper tray
100 sheet bypass tray
Zoom range 25%-400%
256 GB SSD w/ document filing
Network printer expansion kit included
Network color scanning kit included
Adobe Postscript 3
End of lease erase for HDD
NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C36	\$4,408.00	\$122.44
BP-DE13 (2) 550 sheet tray stand	\$687.50	\$19.10
BP-TU10 Center exit tray	\$49.50	\$1.38
BP-FX11 Fax expansion kit	\$311.00	\$8.64
Total	\$5,456.00	\$151.56

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.
Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.
Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.
Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.

BP-70C31 / BP-70C36 / BP-70C45 Networked Digital Color Copier

Designed to fit today's diverse workstyles, the Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 31 / 36 / 45 PPM Black & White - 31 / 36 / 45 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Award-winning 10.1" (diagonally measured) touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 300-sheet duplexing single-pass document feeder offers double feed detection (optional) and scans documents at speeds up to 280 images per minute
- ◆ Collaborate with hybrid workers using popular cloud services, such as Microsoft Teams, Google Drive™, Dropbox and others
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Wireless LAN supports 5GHz Wi-Fi (802.11 ac) for stable, high-speed network communication
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Advanced Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Sharp Color Consistency System - Advanced auto-calibration helps ensure color output is always at peak performance
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



BP-70C45 shown with optional accessories



Proposed to: Town of Rotterdam Justice Center
Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C31

Option A



31 black & white and digital color copies/prints per minute
300 Sheet duplex single pass document feeder

Automatic trayless duplexing

1200 x 1200 dpi image quality printing

Wireless connectivity

Retractable keyboard

One (550 Sheet) paper tray

100 sheet bypass tray

Zoom range 25%-400%

256 GB SSD w/ document filing

Network printer expansion kit included

Network color scanning kit included

Adobe Postscript 3

End of lease erase for HDD

NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C31	\$3,662.00	\$101.72
BP-DE13 (2) 550 sheet tray stand	\$687.50	\$19.10
BP-FX11 Fax expansion kit	\$311.00	\$8.64
BP-TU10 Center exit tray	\$49.50	\$1.38
Total	\$4,710.00	\$130.83

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.

Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.



Proposed to: Town of Rotterdam Justice Center
 Attn: Chuck Gerhard, I.T. Project Manager and Support Liaison

9/12/2025

SHARP BP-70C36

Option B



36 black & white and digital color copies/prints per minute

300 Sheet duplex single pass document feeder

Automatic trayless duplexing

1200 x 1200 dpi image quality printing

Wireless connectivity

Retractable keyboard

One (550 Sheet) paper tray

100 sheet bypass tray

Zoom range 25%-400%

256 GB SSD w/ document filing

Network printer expansion kit included

Network color scanning kit included

Adobe Postscript 3

End of lease erase for HDD

NYS OGS contract#PM68232

Proposed Equipment	Purchase Cost	36 month Sharp DPP Cost per month
Sharp BP-70C36	\$4,408.00	\$122.44
BP-DE13 (2) 550 sheet tray stand	\$687.50	\$19.10
BP-FX11 Fax expansion kit	\$311.00	\$8.64
BP-TU10 Center exit tray	\$49.50	\$1.38
Total	\$5,456.00	\$151.56

Options

BP-FR12UL Data security kit	\$349.25	\$9.70
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Annual maintenance agreement:

includes, parts, labor and supplies (toner/developer) excludes paper, staples and waste container.

Black & white images- readings will be taken on a quarterly basis and multiplied times \$.007 each.

Color images- readings will be taken on a quarterly basis and multiplied times \$.05 each.

Quarterly invoicing based on usage.

Please note: The picture of the machine shown above may be configured differently than the machine proposed.



BP-70C31 / BP-70C36 / BP-70C45 Networked Digital Color Copier

Designed to fit today's diverse workstyles, the Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Sharp's award-winning touchscreen display offers an easy-to-use, accurate, responsive user experience imperative for today's sophisticated workflows. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time. Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app. In today's hybrid working environments, it's vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Features at a glance

- ◆ 31 / 36 / 45 PPM Black & White - 31 / 36 / 45 PPM Color Output - **Networked**
- ◆ Paper capacity maximum: 6,300 sheets
 - 650 Standard - One 550 sheet paper drawer and 100 sheet bypass tray
 - Optional Stand with (1) x 550 sheet paper drawer
 - Optional Stand with (2) x 550 sheet paper drawers
 - Optional Stand with (3) x 550 sheet paper drawers
 - Optional Stand with (1) x 550 sheet paper drawer + 2,100 sheet split tandem paper drawers
 - Optional 3,000 sheet large capacity tray
- ◆ Strong, multi-layered security such as system integrity check at startup, firmware attack prevention and optional Bitdefender® antivirus to help protect your data
- ◆ Automatic walk-up motion sensor wakes the machine from sleep mode so it's ready within seconds
- ◆ Award-winning 10.1" (diagonally measured) touchscreen delivers an accurate, responsive user experience and provides easy access to features
- ◆ Standard 300-sheet duplexing single-pass document feeder offers double feed detection (optional) and scans documents at speeds up to 280 images per minute
- ◆ Collaborate with hybrid workers using popular cloud services, such as Microsoft Teams, Google Drive™, Dropbox and others
- ◆ Smart controller design ensures MFP firmware is up to date by periodically checking for updates
- ◆ Wireless LAN supports 5GHz Wi-Fi (802.11 ac) for stable, high-speed network communication
- ◆ Full-size retractable keyboard allows quick, easy and accurate data entry
- ◆ 1200 x 1200 dpi printing produces razor-sharp documents
- ◆ Supports native Universal Print from Microsoft, enabling businesses to easily adapt to this popular cloud service
- ◆ Advanced Sharp OSA® Technology provides a secure and intuitive user experience for integrated workflows
- ◆ Sharp Color Consistency System - Advanced auto-calibration helps ensure color output is always at peak performance
- ◆ Flexible paper handling system supports media up to 300 gsm and up to 12" x 18" through the paper trays
- ◆ Dimensions 24" (w) x 26" (d) x 33" (h)
(Measurements for base model without Stand)



BP-70C45 shown with optional accessories



**Includes New
MFPs & Printers**

STATE OF NEW YORK OFFICE OF GENERAL SERVICES

OGS Contract #PM68232

Information Technology Umbrella

Award #22802 Group #73600

Effective: September 10, 2018 through November 29, 2025

Contact:

Matt Huggins

Government & Major Account Manager

Phone: 201-669-9669

Email: HugginsM@Sharpsec.com

2/9/23

CLIENT OBJECTIVE & USHERWOOD SOLUTION

A Partnership Approach



The first step in our partnership is evaluating your needs and providing the best solution for you & your business. Our common goal is to optimize your print environment!

Client Assessment:

DEPT of Works:

Ricoh IM C3510: paper feed unit PB3320, 1,000 sheet finisher SR3320, bridge unit BU3100 PostScript3 Unit Type M52 with fax option, power filter with Inrush, surge, and noise protection 120V/15A

Senior Center:

Ricoh IM C2510: cabinet type A5, internal finisher SR3310 (500 sheet), PostScript3 Unit Type M52 with fax option type M52

Comptrollers Office:

Ricoh IM C3510: cabinet type A5, paper feed unit PB3320, 1,000 sheet finisher SR3320, bridge unit BU3100 PostScript3 Unit Type M52 with fax option, power filter with Inrush, surge, and noise protection 120V/15A

Town Clerks Office:

Ricoh IM 6000 cabinet type F, Finisher SR3260, bridge unit BU3090, Fax option Type M45, with ESP XG-PCS-15D

RECOMMENDED USHERWOOD SOLUTION



BW	COLOR
\$0.00752	\$0.04128



QTY: 2

Canon C3935i:

- 35 PPM Color Device Up to 12 x 18
- External Staple Finisher
- (4) 550 Sheet Paper Trays
- Fax

Purchase Price (Per Unit):
\$6,540.12

60 Month FMV: \$165.53

60 Month to Own: \$186.03



BW	COLOR
\$0.00752	\$0.04128



QTY: 1

Canon C3926i

- 26 PPM Color Device Up to 12 x 18 (Faster than Current Device)
- Internal Staple Finisher
- (2) 550 Sheet Paper Trays
- Cabinet
- Fax

Purchase Price:
\$3,956.25

60 Month FMV: \$96.05

60 Month to Own: \$108.58



Fixed BW
\$0.00527



QTY: 1

Canon 6860i

- 60 PPM B&W Device Up to 12 x 18
- External Staple Finisher
- (2) 550 Sheet Paper Trays
- Cabinet
- Fax

Purchase Price:
\$7,735.69

60 Month FMV: \$166.15

60 Month to Own: \$188.76

Usherwood Support: (Included) –More Details on Next Slide

- Pick Up & Return of Current Devices (Loaner Devices Available if needed)
- Inclusive IT Support Package (40 + IT Engineers for Remote Assistance with a 90% Remediation in 30 minutes or Less at no charge)
- Training on Device, Customizations, Short-Cut Folders, Drivers, Network
- All Parts, Maintenance, Service, Labor, Supplies (Excluding Staples & Paper)
- TAC/IT Support, Client Portal, Automatic Toner Delivery, Unlimited Service Calls, Odyssey Tracker, Quarterly Reviews, Flexible Invoices/Billing
- If Parts are Back-Ordered & Device is Down, We will Supply a Loaner



Usherwood is Ranked Top 125 in North America YOY for Client Satisfaction/Support
-96% Retention Rate

Top 100 Servicing Dealers in the Country

RECOMMENDED USHERWOOD SOLUTION



BW	COLOR
\$0.00752	\$0.04128



QTY: 2

Canon C3935i:

- 35 PPM Color Device Up to 12 x 18
- External Staple Finisher
- (4) 550 Sheet Paper Trays
- Fax

QTY: 1

Canon C3926i

- 26 PPM Color Device Up to 12 x 18 (Faster than Current Device)
- Internal Staple Finisher
- (2) 550 Sheet Paper Trays
- Cabinet
- Fax

QTY: 1

Canon 6860i

- 60 PPM B&W Device Up to 12 x 18
- External Staple Finisher
- (2) 550 Sheet Paper Trays
- Cabinet
- Fax



Fixed BW
\$0.00527

Canon

Total Purchase Price:
\$24,685

60 Month Lease: \$585.99

48 Month Lease: \$717.42

36 Month Lease: \$870.76

Service:

All Inclusive Pay-Per-Print At Rates Listed or a Service Base Volume of your Choosing

Billing:

Flexible Billing, Monthly, Quarterly, Annually.



Usherwood Support: (Included) –More Details on Next Slide

- Pick Up & Return of Current Devices (Loaner Devices Available if needed)
- Inclusive IT Support Package (40 + IT Engineers for Remote Assistance with a 90% Remediation in 30 minutes or Less at no charge)
- Training on Device, Customizations, Short-Cut Folders, Drivers, Network
- All Parts, Maintenance, Service, Labor, Supplies (Excluding Staples & Paper)
- TAC/IT Support, Client Portal, Automatic Toner Delivery, Unlimited Service Calls, Odyssey Tracker, Quarterly Reviews, Flexible Invoices/Billing
- If Parts are Back-Ordered & Device is Down, We will Supply a Loaner



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RECOMMENDED USHERWOOD SOLUTION



Xerox Altalink C8235/H2 Hi-Capacity Tandem Tray

- 35 PPM Color Device Up to 12 x 18
- External Staple Finisher
- (2) 520 Sheet Paper Trays
- High Capacity Tandem Tray up to 2,000 Sheets (More Paper Capacity than Current Device)
- Fax

Purchase Price (Per Unit):
\$5,821.20

60 Month FMV: \$125.67
60 Month to Own: \$141.97

BW	COLOR
\$0.00792	\$0.0312

QTY: 2



Xerox C7125

- 25 PPM Color Device Up to 12 x 18
- Internal Staple Finisher
- (2) 550 Sheet Paper Trays
- Cabinet
- Fax

Purchase Price (Per Unit):
\$4,543.35

60 Month FMV: \$98.32
60 Month to Own: \$110.94

BW	COLOR
\$0.0096	\$0.064

QTY: 1



Xerox B8255/H2 Hi-Capacity Tandem Tray

- 55 PPM B&W Device
- External Staple Finisher
- (2) 520 Sheet Paper Trays
- High Capacity Tandem Tray Up to 2,000 Sheets (More Paper Capacity than Current Device)
- Fax

Purchase Price (Per Unit):
\$6,569.81

60 Month FMV: \$141.70
60 Month to Own: \$159.02

BW
\$0.00792

QTY: 1

Usherwood Support: (Included) –More Details on Next Slide

- Pick Up & Return of Current Devices (Loaner Devices Available if needed)
- Inclusive IT Support Package (40 + IT Engineers for Remote Assistance with a 90% Remediation in 30 minutes or Less at no charge)
- Training on Device, Customizations, Short-Cut Folders, Drivers, Network
- All Parts, Maintenance, Service, Labor, Supplies (Excluding Staples & Paper)
- TAC/IT Support, Client Portal, Automatic Toner Delivery, Unlimited Service Calls, Odyssey Tracker, Quarterly Reviews, Flexible Invoices/Billing
- If Parts are Back-Ordered & Device is Down, We will Supply a Loaner



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-96% Retention Rate

Top 100 Servicing Dealers in the Country

RECOMMENDED USHERWOOD SOLUTION



BW	COLOR
\$0.00792	\$0.0312

QTY: 2

Xerox Altalink C8235/H2 Hi-Capacity Tandem Tray

- 35 PPM Color Device Up to 12 x 18
- External Staple Finisher
- (2) 520 Sheet Paper Trays
- High Capacity Tandem Tray up to 2,000 Sheets (More Paper Capacity than Current Device)
- Fax

QTY: 1

Xerox C7125

- 25 PPM Color Device Up to 12 x 18
- Internal Staple Finisher
- (2) 550 Sheet Paper Trays
- Cabinet
- Fax

QTY: 1

Xerox B8255/H2 Hi-Capacity Tandem Tray

- 55 PPM B&W Device
- External Staple Finisher
- (2) 520 Sheet Paper Trays
- High Capacity Tandem Tray Up to 2,000 Sheets (More Paper Capacity than Current Device)
- Fax



BW	COLOR
\$0.0096	\$0.064



BW
\$0.00792

xerox

Total Purchase Price:

\$22,754.56

60 Month Lease: \$471.26

48 Month Lease: \$576.73

36 Month Lease: \$699.79

Service:

All Inclusive Pay-Per-Print At Rates Listed or a Service Base Volume of your Choosing

Billing:

Flexible Billing, Monthly, Quarterly, Annually.



Usherwood Support: (Included) –More Details on Next Slide

- Pick Up & Return of Current Devices (Loaner Devices Available if needed)
- Inclusive IT Support Package (40 + IT Engineers for Remote Assistance with a 90% Remediation in 30 minutes or Less at no charge)
- Training on Device, Customizations, Short-Cut Folders, Drivers, Network
- All Parts, Maintenance, Service, Labor, Supplies (Excluding Staples & Paper)
- TAC/IT Support, Client Portal, Automatic Toner Delivery, Unlimited Service Calls, Odyssey Tracker, Quarterly Reviews, Flexible Invoices/Billing
- If Parts are Back-Ordered & Device is Down, We will Supply a Loaner



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-96% Retention Rate

Top 100 Servicing Dealers in the Country



Recommended Solution

Town Court

imageRUNNER ADVANCE DX C3935 with Fax

Product Description:

Product Description: B/W & Color MFP

- Print/Copy Speed 35 ppm
- Scan Speed up to 270 ipm (Single Pass Scanning)
- 1200 1200 DPI Resolution
- Print up to 12"x18"
- MEAP Connection
- 2 Paper Drawers cassette feeding unit
- Encrypted print and Scan
- Secure and Hold Print (release print at machine)
- Scan Security/Scan to word DOC
- Encrypted PDF, Device Signature
- Install Pak



Canon ImageRunner Advance DX C 3935

Equipment Options	Description	Lease Price
Canon ImageRunner DXC3935	35 Page Per Minute Color MFP 2 Paper Drawers with Fax	60 Month FMV Lease- \$120.07/mo. 48 Month FMV Lease- \$146.63/mo.
	Add On Option- Inner Stapling Finisher	60 Month FMV Lease- \$18.29/mo. 48 Month FMV Lease- \$14.98/mo.
	Add On Option- 2 Additional Universal Paper Drawers (4 Total)	60 Month FMV Lease- \$17.32/mo. 48 Month FMV Lease- \$21.15/mo.
	<i>Purchase Option- \$4707 Add On Option - Inner Stapling Finisher \$544 Add on Option - 2 Additional Paper Drawers \$684</i>	
	Cost per copy - B/W .0106 Color .0592	
	SERVICE PLANS INCLUDE- INSTALL, Training, IT SUPPORT, TONER, PARTS AND ON- SITE SERVICE	

RESOLUTION NO. 306.25

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

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: September 24, 2025

TO: Town Board

FROM: Jack Dodson, Deputy Supervisor

TITLE OF REQUEST: Amend Resolution No. 205.25 to Negotiate and Enter into a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region

TOWN BOARD MEETING: September 24, 2025

Background Information: At the May 28, 2025 Town Board Meeting the supervisor was authorized to negotiate and enter into a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region for the removal of the buildings at 369 Duanesburg Road for the sum of Forty-Five Thousand Five Hundred Dollars and no/100 (\$45,500.00).

Evaluation/Analysis: During demolition asbestos contaminated debris was noted and additional Abatement/Disposal is needed. The additional cost is not to exceed thirty-three thousand six hundred two and no/100 (\$33,602.00).

Recommendation(s): Approve the amendment to Resolution No 205.25 for a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region.

Attachment/Document(s): See attached documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, May 28, 2025, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 205.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and enter into a Public Benefit Services Agreement with Land Reutilization Corporation of the Capital Region, for the demolition of Town property located at 369 Duanesburg Road, Rotterdam, New York 12306.

SECTION 2. This resolution shall become effective May 28, 2025.

DATED: May 28, 2025

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on May 28, 2025, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 30, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk



PUBLIC BENEFIT SERVICES AGREEMENT
(369 Duanesburg Road Demolition - 2025)

THIS AGREEMENT, made and entered into this 10 day of June, 2025; by and between the TOWN OF ROTTERDAM, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 1100 Sunrise Boulevard, Schenectady, New York 12306, hereinafter called the "Town" and LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION, a domestic not-for-profit corporation organized under Article 14 of the New York Not-for-Profit Corporation Law, with a mailing address of 433 State Street, 4th floor, Schenectady, New York 12305, hereinafter called the "Contractor",

W I T N E S S E T H:

WHEREAS, the Town, pursuant to law, can contract for certain public benefit services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

The services of the Contractor shall commence as of June 11, 2025 and terminate as of September 30, 2025.

ARTICLE 2. CONTRACT SUM

The Town shall pay to the Contractor and the Contractor agrees to 'accept as full payment for the professional services furnished under this Agreement. an amount of money not to exceed the total aggregate sum of Forty Five Thousand Five Hundred and no/100 (\$45,500.00) Dollars which shall be paid for the purposes stated herein and made part hereof.

ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED

The Contractor shall well and completely furnish and perform all of the work in accordance with the scope of services attached and made part hereof as Exhibit A.

ARTICLE 4. GENERAL LEGAL RESPONSIBILITY

The Contractor shall comply with all existing and future federal, state, and municipal laws, ordinances, and regulations, including specified discrimination and labor clauses.

ARTICLE 5. CONFLICT OF INTEREST

The Contractor shall not employ an official or employee of the Town in connection with this project.

ARTICLE 6. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the Town.

ARTICLE 7. CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the Town and Contractor.

ARTICLE 8. TERMINATION

Termination for cause brought about by failure of the Contractor to perform shall be effected only if the Town notifies the Contractor of such cause in writing and the Contractor fails to remedy or eliminate the violation within twenty (20) days of said notification.

ARTICLE 9. AMENDMENT

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein and if, through mistake or otherwise, such provision is not inserted, then, upon the application of either party, this contract shall be amended forthwith to make such insertion.

ARTICLE 10. ACCESSORIES AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefits of successors and assigns of the respective parties hereto.

ARTICLE 11. CONTRACT DOCUMENTS

The scope of services marked Exhibit A, together with this Agreement, shall form the entire Agreement between the parties hereto which documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been approved and duly executed by the parties on the aforesaid day.

TOWN OF ROTTERDAM, NEW YORK



Mollie A. Collins
Town Supervisor

LAND REUTILIZATION CORPORATION
OF THE CAPITAL REGION



Richard Ruzzo
Chairman

APPROVED as to form and content
this __ day of ____ 2025



By: Courtney Heinel
Attorney for the Town

Acknowledgement

State of NEW YORK

County of SCHENECTADY ss.:

On the 10 day of June in the year 2025, before me, the undersigned, personally appeared McMurry A. Collins, 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: Subscribed and sworn/affirmed before me this 10 day of June, 2025

DIANE M. MARCO
Notary Public, State of New York
Certified Schenectady County
#4876004
Commission Expires: 11/3/2026

Diane M. Marco
Notary Public, State of New York

State of NEW YORK

County of SCHENECTADY ss.:

On the 11 day of June in the year 2025, before me, the undersigned, personally appeared Richard Ruzzo, 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: Subscribed and sworn/affirmed before me this 11 day of June, 2025

DIANE M. MARCO
Notary Public, State of New York
Certified Schenectady County
#4876004
Commission Expires: 11/3/2026

Diane M. Marco
Notary Public, State of New York

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall bid and award a contract to the low bidder for the clean demolition of the building at 369 Duanesburg Road, Town of Rotterdam, New York. Before contract award, the Contractor shall inform the Town of Rotterdam of the proposed pricing, and receive written approval before awarding the contract. All asbestos will be abated by the Town of Rotterdam prior to the clean demolition taking place.

TOWN OF ROTTERDAM BID AND CONTRACTUAL REQUIREMENTS

FOR THE 369 DUANESBURG ROAD DEMOLITION

NON-COLLUSION BIDDING CERTIFICATION

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

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

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

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

Signature of Secretary

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

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

Signature of Individual

Date

**TOWN OF ROTTERDAM
WAIVER ON IMMUNITY CLAUSE**

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

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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

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

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

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

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

- **Harassment**: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or 3) otherwise adversely affects an individual’s employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).
- **Bias-Based Harassment**: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

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

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

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

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

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

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

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

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

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

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

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

department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

ADDITIONAL TERMS WITH TOWN OF ROTTERDAM FOR THE SERVICES AGREEMENT

ARTICLE 1 – WORK

- 1.01 The contractor shall provide all labor, materials and equipment needed to complete the work as described in Article 2.

ARTICLE 2 – THE PROJECT

- 2.01 The work is described in other documents.

ARTICLE 3 – ENGINEER

- 3.01 The Town may retain an engineer to act as Town's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 This is provided in other documents.

ARTICLE 5 – CONTRACT PRICE

- 5.01 This is included in other documents.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based upon percentage of completion as determined by the Engineer. Applications for Payment will be processed by Engineer and/or Town. The payment application shall include Application and Certificate for Payment AIA Document G702 with supporting documentation and certified payroll documents.

6.02 *Progress Payments; Retainage*

A. Town shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the quantities of materials installed and bid prices for each item established as provided elsewhere in the Contract. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Town may withhold, including but not limited to liquidated damages, in accordance with the Contract. Ninety-five (95) percent of Work completed (with the balance being retained) of each payment request; and

B. Upon Substantial Completion, Town shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such

amounts set off by Town, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance, the Town shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Town to enter this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The contractor is familiar with and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Town and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. The Contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

principal _____ and _____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation, if principal is a co-partnership, each partner should sign individually under the firm name)

Principal _____ L.S.

_____ L.S

_____ L.S

Surety _____ L.S.

(Affix seal if surety is a
corporation)

_____ L.S.

_____ L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20 __, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

Notary Public, _____ County

Commission of Deeds _____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20 __, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he
_____ thereupon _____ acknowledged to
me that he executed the same as and for the act and deed of said firm.

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE
STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____, 20____, before me the
subscriber personally came _____, to me
known, who being by me duly sworn did depose and say that he
resides in the City/Town of _____; that he is the _____ of
the above instrument; that he knew the seal of said
corporation; that the seal affixed to said instrument was such
corporate seal; that it was so affixed pursuant to a resolution
of the Board of Directors of said corporation and that he signed
his name thereto by like order.

Notary Public, _____ County

Commissioner of Deeds _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety _____

Dated, Town of Rotterdam, New York _____ 20_____

Supervisor

IN WITNESS WHEREOF, Town and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

TOWN:

CONTRACTOR:

Town of Rotterdam

By: _____

By: _____

Title: _____

Title: _____

*(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

*(If Town is a corporation, attach evidence of
authority to sign. If Town is a public body,
attach evidence of authority to sign and
resolution or other documents authorizing
execution of this Agreement.)*

ARTICLE 10 – CONTRACT DOCUMENTS

The Contract Documents includes all language stated in the bid documents.

ARTICLE 11 - TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract.

ARTICLE 12 - GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

ARTICLE 13 - INSURANCE

Successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the Township, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:
 - Liability For: Combined Single Limit
 - Property Damage \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Bodily Injury \$1,000,000 per occurrence/\$2,000,000 aggregate Personal Injury \$1,000,000 per occurrence/\$2,000,000 aggregate
- (d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:
 - Liability For: Combined Single Limit
 - All Other Circumstances \$1,000,000
- (e) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each insurance policy required shall be of form and content satisfactory to the Town Attorney.

- (a) The Town shall be named as an additional named insured on all liability policies.
- (b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after

written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall commence under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

ARTICLE 14 - PREVAILING WAGES

- (a) All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Scheduling of Wages.
- (b) All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (888) 469-7365. Actual rates are available via the internet at:
- (c) Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, supplements paid or provided and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Finance Department, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Finance Department shall receive and maintain such payrolls.

ARTICLE 15 - SALES AND USE TAXES

The Town is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

ARTICLE 16 - INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or

omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 17 - REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

ARTICLE 18 - DELIVERY AND PAYMENT

- (a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.
- (b) Payment will be made upon the submission of a completed payment request and supporting documentation.
- (c) The Town of Rotterdam is not subject to federal, state, or local taxes.
- (d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgments which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).
- (e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public Town and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

ARTICLE 19 - SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town, specifications, or specified herein.

ARTICLE 20 - SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

ARTICLE 21 - ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between

a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

ARTICLE 22 - CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues for more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

ARTICLE 23 - LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

ARTICLE 24 - PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contractor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

ARTICLE 25 - HEALTH AND SAFETY REQUIREMENTS

- (a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected public. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.
- (b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
 - (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
 - (2) Accident Reporting per 29 CFR 1926 Subpart C
 - (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
 - (4) Fall Protection per 29 CFR 1926 Subpart M
 - (5) Working Over Water per 29 CFR 1926 Subpart O
 - (6) Electrical Safety per 29 CFR 1926 Subpart K
 - (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P

- (8) Hazardous Materials per 29 CFR 1926 Subpart Z
- (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
- (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
- (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
- (12) Drilling and blasting per 29 CFR 1926, Subpart U
- (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O
- (14) Lifting per 29 CFR 1926, Subpart N
- (15) Confined Spaces per 29 CFR 1910, Subpart J
- (16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

ARTICLE 26 - WORK SITE CLEANUP

- (a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
- (b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

RESOLUTION NO. 307.25

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

9/24/2025

The 2026 Tentative Budget for the Town of Rotterdam can be found on the home page of <https://townofrotterdam.gov/> under "Budget", and also at the Town Clerks office during normal business hours.

RESOLUTION NO. 308.25

**TO SCHEDULE BUDGET WORKSHOP SESSIONS FOR THE 2026 TENTATIVE
BUDGET**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS**

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

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

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

DATED: September 24, 2025

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

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

DATED: September 24, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

RESOLUTION NO. 309.25

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

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

**TOWN OF ROTTERDAM
NOTICE OF HEARING**

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

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

DATED: September 24, 2025

Daily Gazette: Please publish once on September 26, 2025

Town Clerk

Post

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

DATED: September 24, 2025

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

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

SECTION 1. TITLE

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

SECTION 2. STATUTORY AUTHORITY PURPOSE AND INTENT.

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

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

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

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

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

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

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

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

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

SECTION 3. DEFINITIONS.

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

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

SECTION 4. TEMPORARY MORATORIUM and PROHIBITION.

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

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

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

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

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

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

SECTION 5. HARDSHIP VARIANCE RELIEF FROM APPLICABILITY OF MORATORIUM.

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

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

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

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

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

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

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

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

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

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

SECTION 6. PENALTIES.

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

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

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

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

SECTION 7. CONFLICTS.

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

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

SECTION 8. SEVERABILITY.

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

SECTION 9. EFFECTIVE DATE.

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