MEETING OF THE
ROTTERDAM TOWN BOARD

January 10, 2024
7:00 PM
Agenda Review 6:30 PM

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

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

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

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

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

51.24 Accepting Town Board meeting minutes.

52.24 To enact Introductory Local Law No. 1 of 2024; Establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

53.24 To accept revenue for Town Clerk's office for December 2023.

54.24 To approve budget transfers to the 2023 budget.

55.24 To authorize a release of retainage to CDE Electrical Inc.

56.24 To award bid for Police Uniforms and Equipment.

57.24 Call for bids for sodium hexametaphosphate

58.24 Call for bids for chlorine gas.

59.24 To negotiate and execute an agreement with Barton and Logudice for mold investigation and asbestos assessment for the Senior Center building.

60.24 To accept the Solar Facility Decommissioning Bond, in accordance with the code of the Town of Rotterdam, Section 270-153, of Rotterdam Renewables, LLC.

61.24 To negotiate and execute an agreement with Barton and Logudice for a Town Court and Police Facility Hazardous Materials Survey.

62.24 Call for bids for On-Call Fencing Construction and Repair Services.

63.24 Call for bids for On-Call Electrical Construction Services.

64.24 Call for bids for Generator Building Modifications.

65.24 Call for bids on the Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction.

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

PUBLIC HEARING

1/10/24

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

TOWN OF ROTTERDAM

LOCAL LAW NO. __ OF THE YEAR 2023

A LOCAL LAW TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022

SECTION 1. Authorization

This local law is enacted pursuant to the provisions of New York's Town Law and Municipal Home Rule Law.

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. ___ of 2023 and shall be referred to as the "Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam"

SECTION 3. Legislative Finding

The Town passed a Moratorium on Large-Scale Solar Use Projects that expires on December 16, 2023. The Town believes it is necessary to extend the Moratorium on new projects to enable the Town to continue to evaluate and possibly revise certain provisions of the Code. The proposed moratorium will not apply to projects that have previously obtained final approvals for Large-Scale Solar Use.

SECTION 4. Amendment

Local Law 9 of 2022, "A Local Law to Establish a 12- Month Moratorium on Solar Farms and Solar Power Plants", at Section 4(A) and 4(B) "Moratorium" shall be amended as follows:

A. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5. Validity and Severability

Should the removal of any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 6. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Rotterdam which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect.

SECTION 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Department of State and shall remain in force and effect for a period of six (6) months from the date of such filing.

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 12-27-23
Case No. R-17-23
Returned 12-28-23

FROM: ☑ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality: Town of Rotterdam

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

ACTION:
☑ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☐ Other (specify) Moratorium

PUBLIC HEARING OR MEETING DATE: January 1, 2024

SUBJECT: Town of Rotterdam – Solar Moratorium. Local Law to amend Chapter 270 of the Town Code of the Town of Rotterdam in regards to a 6 month moratorium on Solar Farms and Solar Power Plants.

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Peter Comenzo Title: Sr. Planner

Address: 1100 Sunrise Boulevard Schenectady, NY 12306

E-mail: pcomenzo@rotterdamny.org Phone: 518-355-7575 Ext 338

Signature Date: 12/27/23

PLANNING & ZONING COORDINATION REFERRAL

Case No. R-17-23 Applicant Town Board

Referring Officer Peter Comenzo Municipality Rotterdam

Considerations: Amendment to previous local law extending a moratorium on the review and approval of large-scale solar projects for 6 additional months.

RECOMMENDATION

Receipt of zoning referral is acknowledged on December 27, 2023. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☑ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve**. Conditions:

☐ **Advisory Note:**

☐ **Disapprove**. Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

12/26/23
Date

Ray Gillen, Commissioner
Economic Development and Planning

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

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

Resolution Number PC37-2023
Moved by Mr. Collins seconded by Mr. Miglucci

Resolution Adopting a Report and Recommendation on a proposed Local Law for a six month extension on a Moratorium for Solar Farms and Solar Power Plants

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") is currently considering a six (6) month extension to Introductory Local Law No. 9 of 2022, a local law that established a 12-month moratorium on solar farms and solar power plants; and

WHEREAS, the Town Board referred the proposed local law to the Planning Commission on December 13, 2023 for a report and recommendation thereon; and

WHEREAS, the Planning Commission reviewed the proposed local law at its regularly scheduled meeting held on December 19, 2023; and

WHEREAS, the Planning Commission has deliberated on a proposed six (6) month extension on the moratorium on solar farms and solar power plants in the Town of Rotterdam;

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

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

1. The Planning Commission hereby adopts the following as its report on the proposed moratorium extension:

   Local Law #9 of 2022 established a 12-month moratorium on the acceptance, review, continued review, holding of a hearing, or decision, on any application seeking approval under the Town of Rotterdam Zoning Code for solar farms or solar power plants, as those terms are defined in the Town's Zoning Code. In addition, the local law established a 12-month moratorium on the acceptance, consideration, review, continued review, and decision upon any site development permits or building permits for any solar farm or solar power plant, unless the solar farm or solar power plant underwent a review by the Town Planning Commission for special use permit and site plan approval and was granted those approvals prior to the effective date of the local law.

   The Town Board is considering a six-month extension to this moratorium. The purpose of the moratorium, as set forth in Section 2 of the local law, was to provide the Town Board with time, free of development pressure, to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible and whether and to what extent additional or different performance standards should be adopted, particularly considering the Town's update the Town's Comprehensive Plan. The Town also decided in

July 2022 to retain a consultant for the purpose of providing technical assistance in updating the Town's existing land use regulations for solar energy projects. This action was taken by the Town Board due to the increasing size of solar farm/solar power plant proposals over the last few years in relation to the Town's existing performance standards.

2. The Planning Commission hereby adopts a **positive recommendation** on the proposed six-month extension on the Solar Moratorium for the following reasons:

   The Planning Commission believes the moratorium extension is necessary to give the Energy Committee additional time to complete their work. It will also give the Town Designated Engineer and Town Staff additional time to review proposed updates to the Town Code. Additionally, it will give our Town Board time to assess whether large scale solar farms and solar projects provide benefits to the Town and its residents; to assess whether large scale solar farms and solar projects impact property values; to consider whether the Town should adopt legislation, similar to that adopted elsewhere in the area, concerning host community benefits from large scale solar farms and solar projects; to assess the sufficiency of the Town's current regulations concerning performance standards, decommissioning and decommissioning security; to provide additional education to Planning Commission members to provide them with the knowledge needed to make prudent decisions concerning solar farm/solar power plant applications and to investigate and consider adoption of legal mechanisms to ensure that revenue is generated from such projects.

   The Planning Commission has seen the scale of proposed solar farms/solar power plants increase substantially and the technology of solar energy projects change dramatically over the past few years, and the performance standards currently in place are in need of review and revision to keep pace with these changes.

   The Planning Commission further believes this moratorium extension is appropriate considering the time and effort that the Energy Committee has put forth in formulating draft regulations that are anticipated to be forwarded to the Town in the very near future.

Member	Yes	No
Wayne Calder (absent)		
Mark D'Alessandro (absent)		
Clark Collins	**X**	
Joseph Signore	**X**	
Lynn Flansburg	**X**	
Thomas Yuille	**X**	
Joseph Miglucci	**X**	

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

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, December 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 361.23

TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW NO. __ OF 2023 TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022 AND SCHEDULE A PUBLIC HEARING THEREON

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. ___ of 2023 to establish an amendment and six (6) month extension to Local Law 9 of 2022 which established a twelve (12) month moratorium on solar farms and solar power plants.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. __ of 2023 is a Type II action under the State Environmental Quality Review Act pursuant to 6 NYCRR § 617.5 (c) (36), and therefore no further SEQRA review is required.

SECTION 3. The Town Board hereby refers Introductory Local Law No. __ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 4. The Town Board hereby authorizes and directs the Senior Planner to refer Introductory Local Law No. __ of 2023 to the Schenectady County Department of Economic Development & Planning pursuant to N.Y. General Municipal Law 239-m and to circulate such other notices as may be required by law.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed 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 1st day of January, 2024 for the following purpose:

> For the enactment of Introductory Local Law No. __ of 2023 relating to establishing an amendment and six (6) month extension of Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants.

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

DATED: December 13, 2023
Daily Gazette: Please publish once on December 17, 2023
Town Clerk
Post

SECTION 6. This resolution shall become effective December 13, 2023.

DATED: December 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on December 13, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

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

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

December 28, 2022

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

RE: Town of Rotterdam, Local Law 9 2022, filed on December 16 2022

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

RECEIVED
JAN 03 2022
Town of Rotterdam
TOWN CLERK'S OFFICE

NEW YORK STATE OF OPPORTUNITY. Department of State

TOWN OF ROTTERDAM

Diane M. Marco
Town Clerk

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

December 15,2022

New York State Department of State
Bureau of State Records and Law
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001

RE: Filing of Town of Rotterdam Local Law 9-2022 Solar

To Whom It May Concern:

Enclosed are forms required to file Local Law **9-2022**, adopted by the Town Board of the Town of Rotterdam meeting held on December 14, 2022.

If you are in need of anything else please feel free to call my office.

Sincerely,

Diane M. Marco

Diane M. Marco
Town Clerk

Enclosure

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 14th day of December, 2022 for the following purpose:

For the enactment of Introductory Local Law No. 10 of 2022 relating to the establishment of a 12-month moratorium on solar farms and solar power plants.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO,
TOWN CLERK
DATED: November 18, 2022
11/23 2480128

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

□County □City √Town □Village
(select one:)

of Rotterdam

Local Law No. 9 of the year 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

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

See attached.

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

TOWN OF ROTTERDAM

LOCAL LAW NO. 9 OF THE YEAR 2022

A LOCAL LAW TO ESTABLISH A 12-MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

SECTION 1 - TITLE

This local law shall be referred to as "A Local Law to Establish a 12-Month Moratorium on Solar Farms and Solar Power Plants".

SECTION 2 - PURPOSE

The Town of Rotterdam is currently engaged in a process to update its current Comprehensive Plan, which was adopted in 2001. The process to update the current Comprehensive Plan began in 2019, when a Comprehensive Plan Advisory Committee was established and a planning consultant was engaged. Since that time, the Comprehensive Plan Advisory Committee, with the assistance of the planning consultant and Town of Rotterdam staff, has worked on collecting data and input from a number of sources, including from the public, developing a draft vision, goals, and recommendations. The Comprehensive Plan Advisory Committee held a public hearing on the draft Comprehensive Plan Update and ultimately sent the draft Comprehensive Plan Update to the Town Board for commencement of the adoption process. The Town Board has conducted a public hearing on the draft Comprehensive Plan Update over the course of several months, at which it became clear that while residents supported the draft Comprehensive Plan Update, they were increasingly concerned that large solar farm/solar power plant projects could be in conflict with the goals of the draft Comprehensive Plan Update, once adopted.

In addition and separately from the Comprehensive Plan Update process, in July, 2022, the Town Board authorized retention of a consultant for purposes of providing technical assistance in updating the Town of Rotterdam's existing land use regulations for solar energy projects.

As the Town was engaged in the Comprehensive Plan Update process, which is not yet complete, and while it has engaged a consultant to provide technical

assistance to the Town in updating the Town's existing regulations governing solar energy projects, the Town has also witnessed increased pressure from developers seeking approval to construct solar farms/solar power plants, which are currently permissible under the Town's current zoning in the A Agricultural, I-1 Light Industrial, and I-2 Heavy Industrial zoning districts upon issuance of a special use permit and site plan approval by the Town Planning Commission. Although the Town's zoning law includes certain performance standards that are intended to minimize the impact of solar farm/solar power plant developments, those performance standards were developed at a time when the scale of solar farm/solar power plants that were under consideration in the Town of Rotterdam was much smaller than today. Over the course of the past two years, the scale of proposed solar farm/solar power plants has increased substantially, and the existing performance standards may no longer be sufficient to adequately protect the neighborhood or community character from the impacts of such large-scale solar developments.

Development of solar farms/solar power plants of such substantial size under performance standards that are ill-equipped to address them will lead to long-term, potentially irreversible impacts that could conflict with the character of the surrounding area.

In light of the current status of the Comprehensive Plan update process and the Town's current work on seeking to update its solar energy project regulations, along with the increasing pressure from increasingly large solar farm/solar power plant proposals, the Town Board finds it to be prudent to impose a temporary moratorium on accepting, processing, and deciding land use applications for solar farms/solar power plants and on the construction of solar farms/solar power plants that were not or are not subject to local land use review, in order to provide the Town Board with time to consider whether, where, and under what circumstances solar farms/solar power plants should be permissible in the Town of Rotterdam and whether and to what extent additional or different performance standards should be adopted.

SECTION 3 – AUTHORITY

This local law is enacted by the Town Board of the Town of Rotterdam pursuant to the N.Y. Municipal Home Rule Law.

SECTION 4 – MORATORIUM

A. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of twelve (12) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5 – WAIVER

The Town Board of the Town of Rotterdam shall have the power to waive, in whole or in part, or modify the application of, any provision of this local law upon a determination, in its absolute legislative discretion, after public hearing and notice, that this local law would impose extraordinary hardship upon the party seeking such waiver and that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam. Any request for a waiver, along with an application fee of $250.00, shall be filed in writing with the Town of Rotterdam Department of Public Works, which shall forward such written request to the Town Board. Following receipt of any such written request for a waiver, the Town Board shall, upon deeming the application complete, refer such written request to the Planning Commission. The Planning Commission shall issue a recommendation on the waiver within sixty (60) days of the Planning Commission's receipt of such request. The Town Board shall hold a public hearing within thirty (30) days after the receipt of the Planning Commission's recommendation, upon five (5) days' notice published in the official newspaper of the Town. At such public hearing, the party requesting the waiver and any other parties wishing to present evidence with regard to the waiver request shall have a reasonable opportunity to be heard. The Town Board may continue the public hearing as it deems necessary, in its sole discretion. The Town Board shall render a decision on such waiver request within sixty (60) days following the close of the public hearing. If the Town Board determines that (1) the party making the waiver request will suffer an extraordinary hardship if this local law is strictly applied to the particular property, and (2) that a waiver from this local law will not adversely affect the health, safety, and general welfare of the Town of Rotterdam or the surrounding neighborhood, then the Town Board shall waive the application of this local law to the extent necessary to mitigate the extraordinary hardship to the applicant, while still protecting the health, safety, and general welfare of the Town of Rotterdam and the surrounding neighborhood. A mere delay in an application review or approval process shall not be deemed to be an extraordinary hardship.

SECTION 6 - VIOLATIONS

Except to the extent that a waiver is granted by the Town Board pursuant to Section 5, above, any action while this local law is in effect by any Board, body, official, department, or employee of the Town of Rotterdam that is contrary to

the provisions of this local law shall constitute a violation of this local law, and such action shall be deemed ultra vires and shall be null and void. This local law may be enforced through an action seeking declaratory, injunctive, and/or equitable relief in a court of competent jurisdiction.

SECTION 7 - SUPERSESSION

To the extent this local law is inconsistent with any state or local statute or regulation, it is the intent of this local law to supersede such statute or regulation, including without limitation the following: (i) Town Law § 274-a with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (ii) Town of Rotterdam Code, Chapter 270, § 270-153; (iii) Town of Rotterdam Code, Chapter 270, Article XVII, with respect to procedures and timeframes for processing applications for site plan review for solar farms/solar power plants; (iv) Town of Rotterdam Code, Chapter 270, Article XIX, with respect to procedures and timeframes for processing applications for special use permit review for solar farms/solar power plants; (v) Town Law §§ 267, 267-a, and 267-b, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; (vi) Town of Rotterdam Code, Chapter 270, § 270-177, with respect to procedures and timeframes for processing applications for use variances, waivers or other relief from the Town of Rotterdam Code with respect to solar farms/solar power plants; and (vii) Town of Rotterdam Code, Chapter 270, §§ 270-18(M), 270-73(O), and 270-84(G).

SECTION 8 - SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 9 – EFFECTIVE DATE

This Local Law shall become effective upon filing with the New York Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. 9 of 2022 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on December 14, 2022 in accordance with the applicable provisions of law.

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted 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, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (repassed after disapproval) by the _____ on _____ 20____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.~~
~~*(Name of Legislative body)*~~
~~*(Elective Chief Executive Officer*)*~~

~~**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (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.

~~5. (City local law concerning Charter revision proposed by petition.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.~~

~~6. (County local law concerning adoption of Charter.)~~

~~I hereby certify that the local law annexed hereto, designated as local law No. ____ of 20____ of the County of _____, State of New York, having been submitted to the electors at the General Election of _____ 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 towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

Diane Marco, Town of Rotterdam Town Clerk
Clerk of the county legislative body, City, Town or Village
Clerk or officer designated by local legislative body

(Seal)

Date: 12/14/2022

RESOLUTION NO. 51.24

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 1, 2024 Organizational Meeting as attached.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 2, 2024
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the January 1, 2024 Town Board Organizational Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 10, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: January 10, 2024

Background Information: Attached. To adopt the meeting minutes from the January 1, 2024 Town Board Organizational Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 10, 2024.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO

Town Clerk

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

January 8, 2024

Certified Resolutions: #1-#50-2024 for the year 2024 was duly adopted at the Town Board Organizational Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Monday, January 1, 2024 at 1:00 p.m. The Ceremonies for the swearing in were completed. The Town Board Organizational meeting began at approximately 1:05 p.m. Motion #1 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. Motion #2 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion #3 was made by Councilmember Dodson and seconded by Councilmember Gallucci. Motion#4 was made by Councilmember Dodson and seconded by Councilmember Schlag. Motion #5 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board Organizational Meeting was adjourned at approximately 2:10 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting till 7:00 p.m. due to the public hearing was kept open. The Town Board continued with the Public Hearing at approximately 7:00 p.m. and ended at 7:05 p.m. with the public hearing kept open.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

January 1, 2024
1:00 PM
Organizational Meeting

Swearing in Ceremonies 1:00 pm

Supervisor Mollie A. Collins – Sworn in by Kenna Collins
Councilmember Teri Gallucci – Sworn in by Glenn Gallucci
Councilmember Ronald Schlag – Sworn in by Alex Schlag
Highway Superintendent Larry LaMora – Sworn in by Lorenzo Mastrianni

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

- For the enactment of Introductory Local Law No. __ of 20__ relating to establishing an amendment and six (6) month extension to Local Law 9 of 2022 which established a moratorium on solar farms and solar power plants. **PUBLIC HEARING KEPT OPEN**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

1.24 Motion made to keep Public Hearing open.

2.24 Motion made to appoint Kimberly Scannell to the Planning Commission.

3.24 Motion made to appoint Kimberly Scannell to the Chair of the Planning Commission.

4.24 Motion made to table resolution 49.24.

5.24 Motion made to adjourn Town Board Meeting till 7:00 p.m. tonight.

RESOLUTIONS

1.24 To negotiate and execute an agreement with Romer, Wallens, Gold and Mineaux, as Attorneys for the Town of Rotterdam and as Attorneys for the Town Planning Commission.

2.24 To negotiate and execute an agreement with Roemer, Wallens, Gold, & Mineaux, LLP as labor relation attorneys and consultants.

3.24 To reappoint Charles Jack Dodson to the position of Deputy Supervisor.

4.24 To reappoint Megan Griffin to the position of Confidential Secretary to the Supervisor.

5.24 To appoint Morgan Coryer to the position of Personnel and Benefits Coordinator.

6.24 To appoint Linda Testa to the position of Project Coordinator – Office of the Aging – Part Time.

7.24 To appoint Kimberly Scannell as a member of the Town Planning Commission.

8.24 To appoint Kimberly Scannell as chair of the Town Planning Commission.

9.24 To execute an agreement with Marlo Carter for Secretarial and Transcription Services for the Planning Commission.

10.24 To appoint Philip Eats as a member of the Zoning Board of Appeals.

11.24 To appoint Philip Eats as chair of the Zoning Board of Appeals.

12.24 To execute an agreement with Lisa Gallo for Secretarial and Transcription Services for the Zoning Board of Appeals.

13.24 Authorizing the Supervisor to negotiate and execute an agreement with Michael Mansion, Esq., as Attorney for the Ethics Board.

14.24 To appoint members of the Town of Rotterdam Ethics Committee.

15.24 To appoint various members to the Town of Rotterdam Emergency Medical Board.

16.24 To appoint/reappoint members of the Town of Rotterdam Conservation Advisory Council.

17.24 To appoint/reappoint members of the Town of Rotterdam Parks and Recreation Advisory Committee.

18.24 To appoint individuals to the various positions and titles for the calendar year 2024.

19.24 Adopting Rules of Order for regularly scheduled Town Board meetings.

20.24 Authorizing and approving the Investment Policies and Guidelines for the Town of Rotterdam.

21.24 Authorizing and approving the Purchasing Policy and Procedures for the Town of Rotterdam.

22.24 Appointing the Town Board of Rotterdam as The Official Board of Health for 2024.

23.24 Establishing the Town Board Liaisons Assignments for the calendar year 2024.

24.24 Appointing individuals as members of the Sick Leave Fund Committee.

25.24 Adopting the 2024 Town of Rotterdam Meetings Schedule.

26.24 Adopting the salaries of all elected officials, appointed officials, annually rated permanent employees in the Competitive and Non-Competitive classes of Civil Service employment and directing payment thereof.

27.24 Approving the extension of benefits to qualified elected and full-time appointed positions.

28.24 Approve overtime payments to employees upon written approval of Town Supervisor and/or designees, except in emergency situations.

29.24 Authorizing the Supervisor and/or her designee to approve the attendance of employees at various schools and authorize the payment of expenses thereof.

30.24 Authorizing the Chief of Police and/or his designee to approve the attendance of any member of the police department at various schools, training sessions, conventions, conferences or other meetings requiring said attendance.

31.24 Authorizing the Supervisor to approve the transfer of funds to the Chief of Police for asset forfeiture investigations during 2024.

32.24 Establishing petty cash funds.

33.24 Establish bank depositories for the Town of Rotterdam.

34.24 Reimbursement rate for mileage.

35.24 Designate the Daily Gazette as the official newspaper.

36.24 Authorizing the Supervisor to negotiate and execute an agreement for participation in the Schenectady County Stop-DWI program for the year 2024.

37.24 Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2024.

38.24 Authorizing the Supervisor to negotiate and execute an agreement with FCM Engineering, PLLC.

39.24 Authorizing the Supervisor to negotiate and execute a contract with Ben Moore Photography/Video.

40.24 Authorizing the Supervisor to negotiate and execute a renewal contract with the Boys and Girls Club.

41.24 Authorizing the Supervisor to negotiate and execute a contract with The Arts Center and Theatre (Open Stage Media).

42.24 Authorizing the Supervisor to negotiate and execute an agreement with Cusack and Company, Certified Public Accountants, LLC.

43.24 Authorizing the Supervisor to negotiate and execute a contract with Scott M. Ronda, LLC, to represent tax litigation matters for the year of 2024.

44.24 Authorizing the Supervisor to negotiate and execute a contract with Bartlett, Pontif, Stewart & Rhodes, PC. to act as attorneys for the Zoning Board of Appeals.

45.24 Authorize and direct the Supervisor and/or designee to prepare and file with the Town Clerk the Annual Financial Report within one hundred twenty (120) days of the close of the 2023 fiscal year and direct the Town Clerk to publish the necessary legal notice.

46.24 Authorizing the Supervisor to negotiate and execute an agreement with Industrial & Utility Valuation Consultants, Inc.

47.24 Authorizing the Supervisor to negotiate and execute an agreement with Hodgson/Russ LLP, Bond Counsel Attorneys.

48.24 Authorizing the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP Bond Counsel.

49.24 To enact Introductory Local Law No. 1 of 2024; Establishing an amendment and six (6) month extension to local law 9 of 2022 which established twelve (12) month moratorium on solar farms and solar power plants. **TABLED**

50.24 To accept Town Board meeting minutes.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 1.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to keep the public hearing open.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 2.24

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 appoint Kimberly Scannell to a member of the Planning Commission.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 3.24

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 appoint Kimberly Scannell as Chair of the Planning Commission.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 4.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table resolution 49.24.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board Organizational Meeting of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Monday, January 1, 2024 at 1:00 p.m., the following motion passed.

MOTION 5.24

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to adjourn the meeting till 7:00 p.m. tonight.

SECTION 2. This motion shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 1, 2024, at the Organizational Meeting 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 Organizational meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 1.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROEMER WALLENS GOLD AND MINEAUX AS ATTORNEYS FOR THE TOWN OF ROTTERDAM AND AS ATTORNEYS FOR THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Town commencing January 1, 2024 through December 31, 2024, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Attorneys for the Planning Commission, commencing January 1, 2024 through December 31, 2024, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 2.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ROEMER, WALLENS, GOLD, & MINEAUX, LLP AS LABOR RELATION ATTORNEYS AND CONSULTANTS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Roemer Wallens Gold and Mineaux for provision of legal services as Labor Relations Attorney and Consultants for the Town commencing January 1, 2024 through December 31, 2025, pursuant to the terms and conditions set forth in the proposed agreement.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 3.24

TO REAPPOINT CHARLES JACK DODSON TO THE POSITION OF DEPUTY SUPERVISOR

WHEREAS, Supervisor Mollie Collins has appointed Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2024; and

WHEREAS, Councilmember Charles Jack Dodson has graciously accepted the appointment of the Office of Deputy Supervisor of the Town of Rotterdam; and

WHEREAS, Deputy Supervisor Charles Jack Dodson has filed the oath of office, pursuant to Section Twenty-Five (25) of the Town Law of the State of New York; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby acknowledges the appointment of Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk



TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext.326 • Fax: 518-355-7976 • Website: www.rotterdamny.org

January 1, 2024

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Charles "Jack" Dodson as the Deputy Supervisor for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29 and 42, effective Monday, January 1, 2024.

I hereby direct the appointed Deputy Supervisor to file and execute the oath of office, before the Town Clerk, upon the effective date of this appointment, as required by New York State Town Law, Section 25.

I hereby direct the Town Comptroller take the necessary steps to ensure the Deputy Supervisor has an official undertaking, conditioned upon the faithful performance of his/her duties, as required by New York State Town Law, Section 25.

Mollie A. Collins
Town Supervisor

cc: D. Marco
P. Sebesta

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 4.24

TO REAPPOINT MEGAN GRIFFIN TO THE POSITION OF CONFIDENTIAL SECRETARY TO THE SUPERVISOR

WHEREAS, Supervisor Mollie Collins has appointed Megan Griffin to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2024; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Megan Griffin, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag **(Recused)**			
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 Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Teri Gallucci, Councilmember
Ronald Schlag, Councilmember

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext.326 • Fax: 518-355-7976 • Website: www.rotterdamny.org

January 1, 2024

I hereby exercise my power, as the Supervisor of the Town of Rotterdam, to appoint Megan Griffin as my Confidential Secretary for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29, Subpart effective Monday, January 1, 2024

Mollie A. Collins
Town Supervisor

cc: D. Marco
P. Sebesta

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,



Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 5.24

TO APPOINT MORGAN CORYER TO THE POSITION OF PERSONNEL AND BENEFITS ADMINISTRATOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Morgan Coryer, of Rotterdam, New York, is hereby appointed to the position of Personnel and Benefits Coordinator full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-four thousand one hundred seventy-four and 90/100 ($64,174.90) dollars, commencing January 1, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 6.24

TO APPOINT LINDA TESTA TO THE POSITION OF PROJECT COORDINATOR – OFFICE FOR THE AGING – PART TIME

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Linda Testa of Rotterdam, New York, is hereby appointed to the position of Project Coordinator, Office for the Aging, part time, with no employee benefits, and subject to pre-employment background checks, at an hourly rate of thirty-five ($35.00) dollars, not to exceed thirty-two thousand ($32,000.00) dollars per year, commencing January 1, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution **FAILED.**

RESOLUTION NO. 7.24 FAILED

TO APPOINT THOMAS YUILLE AS A MEMBER OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Yuille of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2024 through December 31, 2030.

SECTION 2. This resolution **failed** became effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution **failed** by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

Before the board votes on the next two resolutions I want to state that Tom Yuille has served as a member of the Planning Commission for the past 7 years and has been chairman for the past 2 years. He has donated his time and come into the Department of Public Works every day to work with our Senior Planner and other members of our staff. He also makes himself available to meet with any developers either in the office or at the site. Mr. Yuille works with Metroplex and has developed a strong relationship with the Chairman, Mr. Gillen, to attract businesses to Rotterdam. The job of chairman of the Planning Commission goes beyond just attracting businesses to Rotterdam, it is also protecting the residents of Rotterdam by making sure any new development is completed in a timely manor and meets all town codes. The dedication and time that Mr. Yuille has shown as a member and chairman of the Planning Commission is why I ~~will be~~ recommend on all ~~voting~~ vote yes on these resolutions.

Mollie A. Collins

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 7.24

TO APPOINT KIMBERLY SCANNELL AS A MEMBER OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kimberly Scannell of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2024 through December 31, 2030.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution **FAILED**.

RESOLUTION NO. 8.24 FAILED

TO APPOINT THOMAS YUILLE AS CHAIR OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas Yuille of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution **failed** became effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution **failed** by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

Before the board votes on the next two resolutions I want to state that Tom Yuille has served as a member of the Planning Commission for the past 7 years and has been chairman for the past 2 years. He has donated his time and come into the Department of Public Works every day to work with our Senior Planner and other members of our staff. He also makes himself available to meet with any developers either in the office or at the site. Mr. Yuille works with Metroplex and has developed a strong relationship with the Chairman, Mr. Gillen, to attract businesses to Rotterdam. The job of chairman of the Planning Commission goes beyond just attracting businesses to Rotterdam, it is also protecting the residents of Rotterdam by making sure any new development is completed in a timely manor and meets all town codes. The dedication and time that Mr. Yuille has shown as a member and chairman of the Planning Commission is why I ~~will be~~ recommend you all ~~voting~~ vote yes on these resolutions.

Mollie A. Collins

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 8.24

TO APPOINT KIMBERLY SCANNELL AS CHAIR OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Kimberly Scannell of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady County

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 9.24

TO EXECUTE AN AGREEMENT WITH MARLO CARTER FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Marlo Carter of Clifton Park, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM Office of Town Clerk Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 10.24

TO APPOINT PHILIP EATS AS A MEMBER OF THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2024 through December 31, 2028.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 11.24

TO APPOINT PHILIP EATS AS CHAIR OF THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 12.24

TO EXECUTE AN AGREEMENT WITH LISA GALLO FOR SECRETARIAL AND TRANSCRIPTION SERVICES FOR THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 13.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MICHAEL MANSION, ESQ. AS ATTORNEY FOR THE ETHICS BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Michael Mansion, Esq., as attorney for the Town of Rotterdam Ethics Board for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 14.24

TO APPOINT MEMBERS OF THE TOWN OF ROTTERDAM ETHICS COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Ethics Committee for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

James Keith
Yvonne Cleveland
Renee Mertens

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 15.24

TO APPOINT VARIOUS MEMBERS TO THE TOWN OF ROTTERDAM EMERGENCY MEDICAL BOARD

WHEREAS, Town Code Chapter 27 established the Town of Rotterdam Emergency Medical Board and provides that membership on such Emergency Medical Board shall consist of, two members from the Town of Rotterdam Town Board, two members from the Rotterdam Police Department, two members from the current town-based ambulance service provider, two members from fire department rescue squads and two residents of the Town of Rotterdam; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2024:

Councilmember, Joseph Mastroianni – Chair
Councilmember, Charles J. Dodson
Deputy Chief William Male – Secretary
Detective Paul Chevalier
Deam Romano (EMS)
Keith Collins(EMS)
Mike Denny (Fire)
[redacted] (Fire)
Joseph Heinbach Jr.
Ericka Montagino

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 16.24

TO APPOINT/REAPPOINT MEMBERS OF THE TOWN OF ROTTERDAM CONSERVATION ADVISORY COUNCIL

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2024 through December 31, 2025:

Kathleen Cutis
Kathleen Fisher
Mary Barrie
Andrea Coppola

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM NY
Office of the Town Clerk
Schenectady County

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 17.24

TO APPOINT/REAPPOINT MEMBERS OF THE TOWN OF ROTTERDAM PARKS AND RECREATION ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Harry Marx, of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 2. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2024 through December 31, 2026:

Roslyn Warlik
Andrea Coppola
Nate Ryan
Bart Metzold

SECTION 3. Roslyn Warlik, of Rotterdam, New York, is hereby appointed as the Vice-Chair of the Town of Rotterdam Parks and Recreation Advisory Committee for a one (1) year term, commencing January 1, 2024 through December 31, 2024.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 18.24

TO APPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE CALENDAR YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various additional duties and/or part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his designee, with no employee benefits for the year 2024 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $7,000
Wellness Compliance	
Megan Griffin	Annual Stipend $2,000
Events/Social Media Coordinator	
Megan Griffin	Annual Stipend $3,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Stormwater Program Coordinator/Stormwater Management officer	
Mary Barrie	Hourly Rate $35.00
Stormwater Management Officer	
Daniel Marsello	Annual Stipend $3,500
DPW Records Management	
Lisa Gallo	Annual Stipend $2,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $115.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $17.00
Clerk- Part Time(Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time(Police Dept)	
Allison Kartner	Hourly Rate $24.38
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00

Water Treatment Plant Operator (2nd on call)
Clark Collins — Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny — Hourly Rate $40.00
(Maximum 3 days per week)

Bingo Inspector
William Purcell — Hourly Rate $17.00

Safety Inspector (FEMA)
Kathy Fisher — Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison — Hourly Rate $40.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa — Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag **(Recused)**			
Collins **(Recused)**			

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 Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM Seal of the Town 1964 Schenectady, County, N.Y.

Diane M. Marco

Diane M. Marco, Town Clerk

December 20, 2023

By Email

Town Board of the Town of Rotterdam

Town Clerk of the Town of Rotterdam

Re: Resolution No. 18.24

Dear Town Board Members and Town Clerk:

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Code of Ethics, I am disclosing to you that Resolution No. 18.24, currently on the agenda for the Town Board meeting scheduled for January 1, 2024, would appoint my husband, Clark Collins, as part-time water treatment plant operator. If approved, my husband's rate of pay would be $35.00 per hour.

Because this Resolution would appoint my husband, I am providing this written disclosure that I may be deemed to have an interest in this appointment. This disclosure is being sent to the Town Board, the Town Clerk, and I am asking that it be included within the agenda materials in advance of the meeting. I am also asking that this letter be included in the official record of the Town Board's January 1, 2024 meeting.

Finally, in addition to making written disclosure in this letter, I have also chosen to recuse myself from any discussion or vote on this Resolution. I will not be participating in any discussion or vote on this matter at the January 1, 2024 meeting.

Very truly yours,

Mollie A. Collins

Mollie A. Collins, Supervisor

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

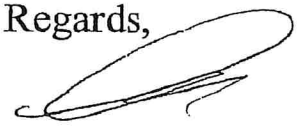
Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,



Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 19.24

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

WHEREAS, the Town Board of the Town of Rotterdam is desirous of having public and open meetings; and

WHEREAS, the Town Board of the Town of Rotterdam also believes that Town Board meetings should be conducted in as smooth and efficient manner as possible so as to afford any and all residents so desiring the ability to be heard; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam shall conduct regular public (open) meetings pursuant to the attached "Rules of Order and Procedures of the Town Board of the Town of Rotterdam" which are heretofore adopted.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM Schenectady County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 20.24

AUTHORIZING AND APPROVING THE INVESTMENT POLICIES AND GUIDELINES FOR THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Investment Policies and Guidelines of the Town of Rotterdam."

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached "Investment Policies and Guidelines for the Town of Rotterdam" for public display during normal business hours.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 21.24

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board or the Town of Rotterdam hereby authorizes and approves the attached "Purchasing Policy and Procedures".

SECTION 2. The Office of the Town Comptroller shall maintain a copy of the attached "Purchasing Policy and Procedures" for public display during normal business hours.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM NY Schenectady, County

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 22.24

APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD OF HEALTH FOR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2024.

SECTION 2. The Town Board of Health of the Town of Rotterdam shall have all the necessary powers to make investigations and examinations into nuisances or questions affecting the health in the Town of Rotterdam.

SECTION 3. The Town Board of Health of the Town of Rotterdam may, from time to time, employ competent persons to render sanitary services and make or supervise practical and scientific investigations requiring expert skills, and prepare plans and reports relative thereto.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 23.24

ESTABLISHING THE TOWN BOARD LIAISONS ASSIGNMENTS FOR THE CALENDAR YEAR 2024

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 establishes the following liaison assignments for the calendar year 2024:

BUDGET & FINANCE
Jack Dodson
Teri Gallucci

BUILDINGS & GROUNDS
Jack Dodson
Ronald Schlag

ADA COMPLIANCE
Teri Gallucci
Ronald Schlag

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
Teri Gallucci
Ronald Schlag

EMERGENCY MEDICAL PARAMEDIC SERVICES
Ronald Schlag
Teri Gallucci

EMPLOYEE RELATIONS – CSEA
Jack Dodson
Joseph Mastroianni

EMPLOYEE RELATIONS – PBA
Jack Dodson
Joseph Mastroianni

ENERGY-SUSTAINABLE & RENEWABLES
Joseph Mastroianni
Teri Gallucci

ENVIRONMENTAL CONSERVATION/STORMWATER IMPROVEMENTS-MANAGEMENT
Jack Dodson
Teri Gallucci

HEALTH
Ronald Schlag
Joseph Mastroianni

HIGHWAY
Jack Dodson
Joseph Mastroianni

HERITAGE & HISOTRICAL AFFAIRS
Teri Gallucci
Joseph Mastroianni

INTERGOVERNMENTAL AFFAIRS
Teri Gallucci
Jack Dodson

LOCAL LAW AND ORDINANCES
Jack Dodson
Ronald Schlag

PARKS, RECREATION, PROGRAMS FOR THE AGING AND YOUTH
Ronald Schlag
Joseph Mastroianni

PUBLIC SAFETY
Jack Dodson
Ronald Schlag

PUBLIC WORKS – WATER, SEWER & WATER/SEWER MAINTENANCE
Jack Dodson
Joseph Mastroianni

TAXATION & ASSESSMENTS
Joseph Mastroianni
Teri Gallucci

TECHNOLOGY & RECORDS MANAGEMENT
Teri Gallucci
Ronald Schlag

VETERANS AFFAIRS
Ronald Schlag
Joseph Mastroianni

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 24.24

APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2024 through December 31, 2024: Joseph Mastroianni
Donna Levasseur
Brad Canning
Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 25.24

ADOPTING THE 2024 TOWN OF ROTTERDAM MEETINGS SCHEDULE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, Parks and Recreation Advisory Committee, and the Energy Advisory Committee of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2024 through January 1, 2025 pursuant to the meeting schedule attached.

SECTION 2. All Town meetings, pursuant to attached schedule shall be held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 unless otherwise stated.

SECTION 3. All Town meetings, pursuant to the attached schedule, shall be open to the general public in accordance with Article 7 of the New York State Public Officers Law, also known as the Open Meetings Law.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 26.24

ADOPTING THE SALARIES OF ALL ELECTED OFFICIALS, APPOINTED OFFICIALS, ANNUALLY RATED PERMANENT EMPLOYEES IN THE COMPETITIVE AND NON-COMPETITIVE CLASSES OF CIVIL SERVICE EMPLOYMENT AND DIRECTING PAYMENT THEREOF

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2024 Annual Budget, not to exceed the annual budget amount for the year 2024 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

SECTION 2. The salaries of the elected officials of the Town of Rotterdam shall be paid an annual compensation as follows:

Supervisor	$13,000.00
Councilmembers (4)	$10,000.00 (each)
Town Justices (2)	$39,390.00 (each)
Superintendent of Highways	$70,965.00
Town Clerk	$59,438.00
Receiver of Taxes	$59,438.00
Deputy Town Supervisor	$ 3,000.00

SECTION 3. The salaries of the appointed officers or employees of the Town of Rotterdam shall be paid an annual compensation as follows:

Conservation Advisory Council Member (7)	$250.00 (each)
Zoning Board of Appeals Member (3)	$2,625.00 (each)
Zoning Board of Appeals Chair	$4,200.00
Zoning Board of Appeals Vice Chair	$3,150.00
Planning Commission Member (5)	$4,200.00 (each)
Planning Commission Chair	$8,400.00
Planning Commission Vice Chair	$4,935.00

Comptroller	$82,485.00	
Assessor	$87,227.28	
Confidential Secretary to the Supervisor	$50,260.00	
Confidential Secretary to the Department of Public Works		$44,880.00
Deputy Town Clerk		$46,000.00
Deputy Receiver of Taxes		$46,000.00
Historian		$500.00
Board of Assessment Review (5)		$550.00(each)

SECTION 4. The Comptroller is hereby authorized to modify the 2024 Adopted budget by transferring funds from the Contingency Account (A-1990-4172) to the respective Personal Services appropriations accounts as necessary to be consistent with the salaries listed.

SECTION 5. The pay period of each officer or employee, whether bi-weekly or monthly, shall continue as heretofore established in regard to respective positions.

SECTION 6. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag **(Recused)**			
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 Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

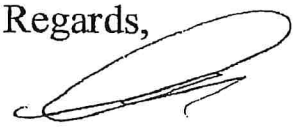
Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,



Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly

RESOLUTION NO. 27.24
APPROVING THE EXTENSION OF BENEFITS TO QUALIFIED ELECTED AND FULL-TIME APPOINTED POSITIONS

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2024, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

SECTION 2. The Town Board of the Town of Rotterdam hereby approves the extension of benefits as they relate to contracts from January 1, 2006, as in effect and all subsequent contractual agreements, to the following elected and full-time appointed positions of Town Comptroller, Town Justice, Highway Superintendent, Town Clerk, Receiver of Taxes, Deputy Town Clerk, Deputy Receiver of Taxes and Assessor.

SECTION 3. The Town Board of the Town of Rotterdam hereby affords, at a minimum, the benefits contained in the Memorandum of Agreement dated December 5, 2016 through December 31, 2021, and by the modified Memorandum of Agreement dated January 1, 2022 through December 31, 2023, as in effect and all subsequent contractual agreements negotiated between the Town of Rotterdam and the Town of Rotterdam Unit of the Civil Service Employees Association Inc., to all elected and full-time positions contained in Section 2 above.

SECTION 4. The only exceptions to Section 3 above shall be the following:

The salaries of the aforementioned appointed employees shall be established by the Town Board.

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

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

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

The individuals holding the appointed and elected positions as listed in Section 2 above shall not be entitled to earn overtime pay or to accumulate compensatory time as part of their employee benefits.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag **(Recused)**			
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 Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

January 1, 2024

Rotterdam Town Supervisor
Rotterdam Town Board
Rotterdam Town Clerk

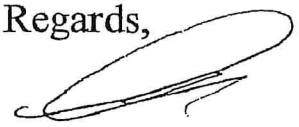
Re: Resolutions 4.24, 18,24, 26.24, 27.24

In accordance with the N.Y. General Municipal Law and the Town of Rotterdam Ethics Code, I hereby recuse myself from resolutions 4, 18, 26 and 27 of the year 2024, as it could be perceived that I have a vested interest in the disclosed resolutions due to being in a relationship with the individual (Megan Griffin) whose pay, and benefits are set to be voted on.

This disclosure has been given to each board member and the Town Clerk, and I am requesting the letter be added to the minutes of the meeting, per each resolution disclosed.

Lastly, I have chosen to recuse myself from any discussion during these resolutions and will exit the dais during said resolutions.

Regards,



Ronald Schlag, Town Councilmember

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 28.24

APPROVE OVERTIME PAYMENTS TO EMPLOYEES UPON WRITTEN APPROVAL OF TOWN SUPERVISOR AND/OR DESIGNEES, EXCEPT IN EMERGENCY SITUATIONS

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 does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 29.24

AUTHORIZING THE SUPERVISOR AND/OR HER DESIGNEE TO APPROVE THE ATTENDANCE OF EMPLOYEES AT VARIOUS SCHOOLS AND AUTHORIZE THE PAYMENT OF EXPENSES THEREOF

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 delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2024 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

SECTION 2. The Comptroller of the Town of Rotterdam is hereby authorized to pay such person attending an authorized function which has been approved by the Supervisor and all actual and necessary expenses for travel, meals and lodging incurred by such person by reason of such attendance; including registration or other fees, as considered a valid charge to be expended from the appropriate line item in the budget of the Town of Rotterdam.

SECTION 3. The Supervisor of the Town of Rotterdam shall adhere to the following guidelines when approving attendance and expenditures of funds as follows:

A. Job related activities only.
B. Expenditure levels:
    1. Mileage for use of personal vehicle at authorized town rate.
    2. The Supervisor of the Town of Rotterdam authorizes full reimbursement for lodging charges for those who have been pre-approved for attendance to various conferences/conventions.
    3. Meals: Breakfast not to exceed $10.00; Lunch not to exceed $15.00 and Dinner not to exceed $25.00.
    4. Other expenses: miscellaneous expenses such as tolls, course registration fees and materials, transportation and gratuities, etc. upon documentation and reasonable use.
C. Claims and receipt guidelines pursuant to the Office of the NYS Comptroller, Division of Municipal affairs, Reference Guide #8, as revised 2/29/84 must be followed.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 30.24

AUTHORIZING THE CHIEF OF POLICE AND/OR HIS DESIGNEE TO APPROVE THE ATTENDANCE OF ANY MEMBER OF THE POLICE DEPARTMENT AT VARIOUS SCHOOLS, TRAINING SESSIONS, CONVENTIONS, CONFERENCES OR OTHER MEETINGS REQUIRING SAID ATTENDANCE

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 delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanies by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2024 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

SECTION 2. The Chief of Police of the Town of Rotterdam is hereby authorized to pay such person attending an authorized function which has been approved by the Supervisor and all actual and necessary expenses for travel, meals and lodging incurred by such person by reason of such attendance; including registration or other fees, as considered a valid charge to be expended from the appropriate line item in the budget of the Town of Rotterdam.

SECTION 3. The Chief of Police of the Town of Rotterdam shall adhere to the following guidelines when approving attendance and expenditures of funds as follows:

A. Job related activities only.
B. Expenditure levels:
   1. Mileage for use of personal vehicle at authorized town rate.
   2. The Supervisor of the Town of Rotterdam authorizes full reimbursement for lodging charges for those who have been pre-approved for attendance to various conferences/conventions.
   3. Meals: Breakfast not to exceed $10.00; Lunch not to exceed $15.00 and Dinner not to exceed $25.00.
   4. Other expenses: miscellaneous expenses such as tolls, course registration fees and materials, transportation and gratuities, etc. upon documentation and reasonable use.

C. Claims and receipt guidelines pursuant to the Office of the NYS Comptroller, Division of Municipal affairs, Reference Guide #8, as revised 2/29/84 must be followed.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 31.24

AUTHORIZING THE SUPERVISOR TO APPROVE THE TRANSFER OF FUNDS TO THE CHIEF OF POLICE FOR ASSET FORFEITURE INVESTIGATIONS DURING 2024

WHEREAS, the Town of Rotterdam maintains an Asset Forfeiture Reserve Fund to be used for the payment of expenses related to asset forfeiture investigations by the Rotterdam Police Department; and

WHEREAS, the Chief of Police of the Rotterdam Police Department from this time-to-time request that funds from this special reserve fund be made available to the Department; NOW

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 authorize the Supervisor of the Town of Rotterdam to approve the transfer of funds to the Chief of Police of the Town of Rotterdam Police Department for asset forfeiture investigations during 2024.

SECTION 2. The Comptroller of the Town of Rotterdam is hereby authorized to draw funds from the Asset Forfeiture Bank Account in an amount approved by the Supervisor payable to the Chief of the Rotterdam Police Department and make the necessary budgetary adjustment.

SECTION 3. The Chief of Police of the Rotterdam Police Department shall be responsible for the accounting and reporting of all funds received, and shall file a summary with the Supervisor of the Town of Rotterdam at the end of each fiscal year.

SECTION 4. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 32.24
ESTABLISHING PETTY CASH FUNDS

WHEREAS, Pursuant to Section 64 (1) (a) of the New York State Law, the Town Board of the Town of Rotterdam may establish petty cash funds for various departments within the Town of Rotterdam, and state law outlines the obligations in the handling of said funds; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year of 2024 as follows:

1.	Receiver of Taxes	$1,000.00
2.	Comptroller	$ 140.00
3.	Chief of Police	$ 250.00
4.	Senior Center	$ 100.00
5.	Town Clerk	$ 200.00

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM
Schenectady, County, NY

Diane M. Marco
Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 33.24

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That monies to the credit of the Town of Rotterdam in amounts not to exceed forty million and 00/100 ($40,000,000.00) dollars per account be deposited with the following:

1. Key Bank, 1703 Altamont Avenue, Schenectady, New York 12303
2. Greene County Commercial Bank, 425 Main Street, Catskill, New York 12414
3. Pioneer Bank, 1828 Altamont Avenue, Schenectady, New York 12303
4. Saratoga National Bank, 1963 Altamont Avenue, Schenectady, New York 12303
5. New York Liquid Asset Fund (NYLAF), 300 Westage Business Center Drive, Suite 405, Fishkill, NY 12524.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 34.24

REIMBURSEMENT RATE FOR MILEAGE

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

SECTION 1. Pursuant to the provisions of Section 102 of the Town Law of the State of New York, the Town Board of the Town of Rotterdam hereby allows reimbursement for mileage expenses at the IRS standard milage rate for business travel as in effect at the relevant time. Mileage reimbursement will only be paid to a Town employee when:

1. The employee receives prior approval from the immediate supervisor and
2. The employee is required to use their personal vehicle because a Town vehicle is not available for their use.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 35.24

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2445 Maxon Road Extension, Schenectady, New York, 12408, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 36.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI PROGRAM FOR THE YEAR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 37.24

AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS TOWN DESIGNATED ENGINEERS FOR 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2024 on a as needed basis:

Barton and Loguidice
Brett L. Steenburgh, PLLC
CT Male & Associates
Clough Harbor and Associates (CHA)
Colliers Engineering & Design
Creighton Manning Engineering
Empire Engineering
GPI /Greenman Pedersen Inc.
Ingalls and Associates
LaBella Associates
Laberge Group
PRIME AE Group of NY

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above referenced engineering firms in 2024.

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 38.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FCM ENGINEERING, PLLC

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

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with FCM Engineering, PLLC of 156 Spring Road, Scotia, New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2024.

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 39.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH BEN MOORE PHOTOGRAPHY/VIDEO

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 40.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A RENEWAL CONTRACT WITH THE BOYS AND GIRLS CLUB

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Boys and Girls Club of Schenectady, P.O. Box 466, Schenectady, New York, 12301, for services to be provided for the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 41.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE ARTS CENTER AND THEATRE (OPEN STAGE MEDIA)

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

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Arts Center and Theatre of Schenectady, located at 432 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 ($5,000.00) dollars, annually for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM NY Seal of the Town Clerk Schenectady County

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 42.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AGREEMENTS WITH CUSACK AND COMPANY, CERTIFIED PUBLIC ACCOUNTANTS LLC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute agreements with Cusack and Company, Certified Public Accountants, LLC, of 7 Airport Park Boulevard, Latham, New York 12110, to provide auditing services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco
Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 43.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS FOR THE YEAR OF 2024

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Scott M. Ronda, LLC, located at 1 Vosburgh Road, Suite 2, Mechanicville, New York 12118, to represent the Town of Rotterdam related to tax litigation matters for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 44.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH BARTLETT, PONTIF, STEWART & RHODES, PC. TO ACT AS ATTORNEYS FOR THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with, Bartlett, Pontif, Stewart & Rhodes, PC., located at P.O. Box 2168, 1 Washington Street, Glenns Falls, New York 12801 to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2024 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 45.24

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2023 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

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, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2023 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk's office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2023 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

TOWN OF ROTTERDAM
PUBLIC NOTICE

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2023 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk's office and available for public inspection and copying during normal business hours.

BY ORDER OF THE ROTTERDAM TOWN BOARD
Diane M. Marco, Town Clerk

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 46.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH INDUSTRIAL & UTILITY VALUATION CONSULTANTS, INC.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Industrial & Utility Valuation Consultants Inc., located at 31 Colonial Green, Albany, New York, 12211, to provide Real Property Tax Consulting Services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco
Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION 47.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH HODGSON/RUSS LLP, BOND COUNSEL ATTORNEYS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Hodgson/Russ LLP, Bond Counsel Attorneys, located at 677 Broadway, Suite 301, Albany, New York to provide bond counsel services to the Town of Rotterdam for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 48.24

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ORRICK, HERRINGTON & SUTCLIFFE LLP BOND COUNSEL

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Orrick, Herrington & Sutcliffe LLP, Bond Counsel Attorneys, located at 51 West 52nd Street, New York, New York 10019, to provide bond counsel services to the Town of Rotterdam, for the year 2024.

SECTION 2. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was **tabled:**

RESOLUTION NO. 49.24 TABLED

TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2024; ESTABLISHING AN AMENDMENT AND SIX (6) MONTH EXTENSION TO LOCAL LAW 9 OF 2022 WHICH ESTABLISHED A TWELVE (12) MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

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. 1 of 2024.

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

SECTION 3. This resolution shall become effective January 1, 2024.

DATED: January 1, 2024

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

TO TABLE

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was **Tabled** by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

TOWN OF ROTTERDAM
Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public Organizational 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 Monday, January 1, 2024, at 1:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 50.24

TO ACCEPT TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 13, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective January 1, 2024

DATED: January 1, 2024

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Organizational Meeting of the Town of Rotterdam on January 1, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 8, 2024.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 52.24

TO ENACT INTRODUCTORY LOCAL LAW NO. 1 OF 2024; ESTABLISHING AN AMENDMENT AND SIX (6) MONTH EXTENSION TO LOCAL LAW 9 OF 2022 WHICH ESTABLISHED A TWELVE (12) MONTH MORATORIUM ON SOLAR FARMS AND SOLAR POWER PLANTS

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. 1 of 2024.

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

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

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

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

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

of Rotterdam

Local Law No. 1 **of the year 20**24

A local law to amend and extend Local Law 9 of 2022
(Insert Title)

Be it enacted by the _____ **of the**
(Name of Legislative Body)

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

of Rotterdam **as follows:**

See attached

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

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2024 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Rotterdam Town Board on January 1 2024, 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, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20☐☐, in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

---

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

TOWN OF ROTTERDAM

LOCAL LAW NO. 1 OF THE YEAR 2024

A LOCAL LAW TO AMEND AND EXTEND LOCAL LAW NO. 9 OF 2022

SECTION 1. Authorization

This local law is enacted pursuant to the provisions of New York's Town Law and Municipal Home Rule Law.

SECTION 2. Title and Purpose

This law shall be known as and may be cited as Local Law No. 1 of 2024 and shall be referred to as the "Local Law Extending and Imposing Six-Month Moratorium on New Large-Scale Solar Use Projects in the Town of Rotterdam"

SECTION 3. Legislative Finding

The Town passed a Moratorium on Large-Scale Solar Use Projects that expires on December 16, 2023. The Town believes it is necessary to extend the Moratorium on new projects to enable the Town to continue to evaluate and possibly revise certain provisions of the Code. The proposed moratorium will not apply to projects that have previously obtained final approvals for Large-Scale Solar Use.

SECTION 4. Amendment

Local Law 9 of 2022, "A Local Law to Establish a 12- Month Moratorium on Solar Farms and Solar Power Plants", at Section 4(A) and 4(B) "Moratorium" shall be amended as follows:

A. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, hold a hearing upon, make any decision or determination upon, or issue any approval upon, any application for special use permit or site plan approval for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

B. For a period of six (6) months following the effective date of this local law, unless earlier repealed by the Town Board, no person shall file, and no Board, body, officer, department, or employee of the Town of Rotterdam shall consider, entertain, or accept for review, continue to review, make any decision or determination upon, or issue any approval or permit upon, any application for site development or building permits for any solar farm or solar power plant, as those terms are defined under the Town of Rotterdam Zoning Code, unless such solar farm or solar power plant underwent a review by the Town of Rotterdam Planning Commission for special use permit and site plan approval and was granted a special use permit and site plan approval (conditional or final) prior to the effective date of this local law. Accordingly, where a solar farm/solar power plant received special use permit or site plan approval (conditional or final) from the Town of Rotterdam Planning Commission prior to the effective date of this local law, site development and building permits may be issued. However, where a solar farm/solar power plant did not receive a special use permit or site plan approval from the Town of Rotterdam Planning Commission prior to the effective date of this local law, even if such approvals were not otherwise required, site development and building permits therefor may not be issued during the term of this moratorium. This moratorium shall apply to all such applications or proposals, whether pending or received prior to or after the effective date of this local law. Any statutory or locally-enacted time periods for processing and making decisions on all aspects of the aforesaid applications are hereby suspended and stayed while this local law is in effect.

SECTION 5. Validity and Severability

Should the removal of any word, section, clause, paragraph, sentence, part or provision of this local law be declared invalid by a Court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 6. Repeal, Amendment and Supersession of Other Laws

All other ordinances or local laws of the Town of Rotterdam which are in conflict with the provisions of this local law are hereby superseded or repealed to the extent necessary to give this local law force and effect.

SECTION 7. Effective Date

This Local Law shall take effect immediately upon filing with the New York Department of State and shall remain in force and effect for a period of six (6) months from the date of such filing.

RESOLUTION NO. 53.24

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR DECEMBER 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of December 2023, has been placed on file and the town clerk's check in the amount of three thousand seven hundred eighty one dollars and 24/100 ($3,781.24) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 10, 2024

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 3, 2024

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for December 2023, $3,781.24 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 10, 2024

TO BE PLACED ON TOWN BOARD MEETING OF: January 10, 2024

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of January 10, 2024

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

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

Town Clerk Monthly Report
December 01, 2023 - December 31, 2023

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	4	6.19
			Sub-Total:	**$6.19**
Dog Licensing	Exempt Dog	A2544	1	0.00
Dog Licensing	Female, Spayed	A2544	85	1,190.00
Dog Licensing	Female, Unspayed	A2544	17	289.00
Dog Licensing	Male, Neutered	A2544	80	1,120.00
Dog Licensing	Male, Unneutered	A2544	8	136.00
Dog Licensing	Replacement Tags	A2544	2	6.00
			Sub-Total:	**$2,741.00**
Late Fees	Late Fee -Dog Renewal	A1550	47	470.00
			Sub-Total:	**$470.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	1	17.50
			Sub-Total:	**$17.50**
Misc	Misc		8	148.55
			Sub-Total:	**$148.55**
MISC. FEES	Boarding - Dog		1	40.00
MISC. FEES	Certified Copies	A1255	75	750.00
	Redemption - Dog		1	55.00
			Sub-Total:	**$845.00**
PERMIT FEES	Garage Sale	A2590	2	10.00
			Sub-Total:	**$10.00**
Senior Discount	Senior Discount	A2544	46	-457.00
			Sub-Total:	**-$457.00**
			Total Local Shares Remitted:	**$3,781.24**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	240.00
Amount paid to:	NYS Environmental Conservation	92.81
Amount paid to:	State Health Dept. For Marriage Licenses	22.50

Total State, County & Local Revenues: $4,136.55

Total Non-Local Revenues: $355.31

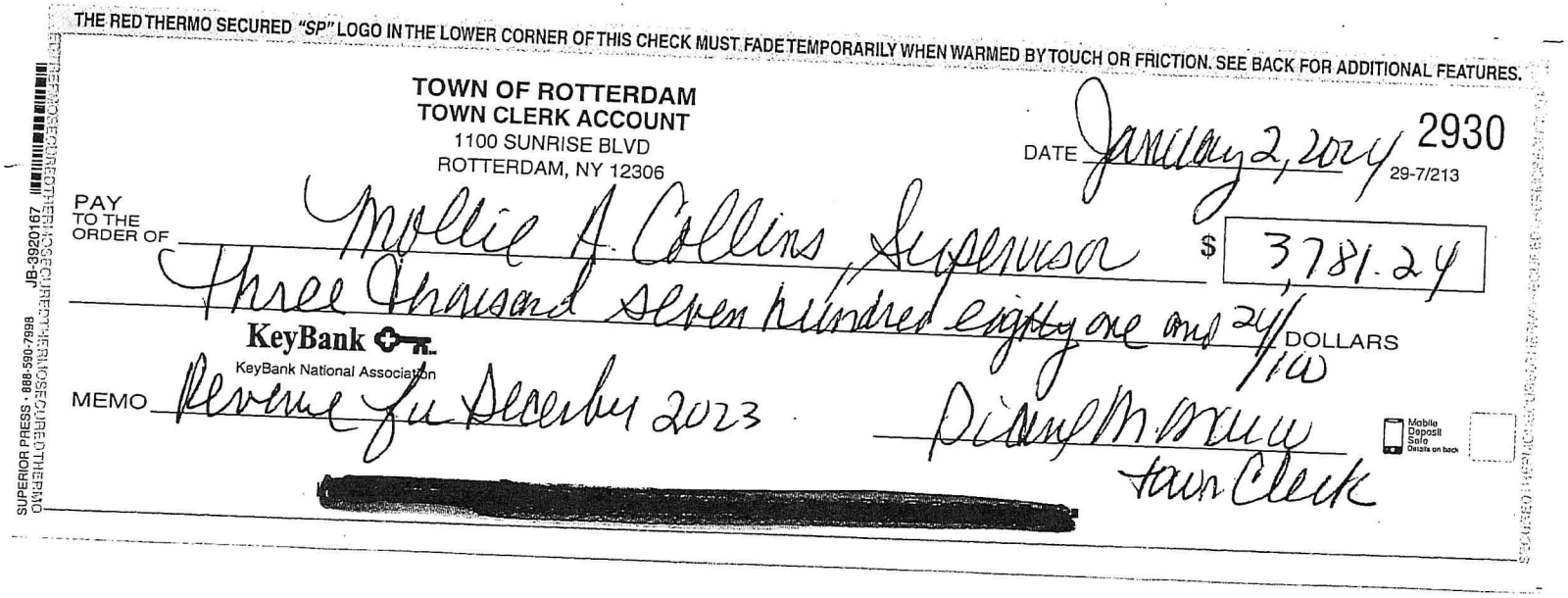
To the Supervisor:
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees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

Mollie A. Collins — Supervisor — 12/29/23 — Date

Diane M. Marco — Town Clerk — 12/29/23 — Date

Monthly Worksheet of Daily Work
December 2023

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Games of chance 3%Bingo	STATE BINGO GAMES CHANCE	TOWN PORTION	EZ Pass	ONE Day Officiant
12/1/2023	$254.38	$0.00	$0.00	$0.00	$105.00	$9.00	$96.00	$0.00	$0.00	$0.00	$9.38	$0.00	$0.00	$0.00	$0.00
12/4/2023	$330.00	$10.00	$9.44	$0.56	$230.00	$21.00	$209.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/5/2023	$173.00	$27.00	$24.79	$2.21	$76.00	$10.00	$66.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/6/2023	$260.00	$0.00	$0.00	$0.00	$180.00	$23.00	$157.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/7/2023	$170.00	$0.00	$0.00	$0.00	$150.00	$14.00	$136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/8/2023	$272.00	$47.00	$44.41	$2.59	$205.00	$16.00	$189.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/11/2023	$415.41	$15.00	$14.17	$0.83	$270.00	$21.00	$249.00	$0.00	$0.00	$0.00	$10.41	$0.00	$0.00	$0.00	$0.00
12/12/2023	$188.82	$0.00	$0.00	$0.00	$89.00	$10.00	$79.00	$0.00	$0.00	$0.00	$29.82	$0.00	$0.00	$0.00	$0.00
12/13/2023	$265.00	$0.00	$0.00	$0.00	$185.00	$16.00	$169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/14/2023	$130.00	$0.00	$0.00	$0.00	$35.00	$3.00	$32.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/15/2023	$230.00	$0.00	$0.00	$0.00	$130.00	$12.00	$118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/18/2023	$293.00	$0.00	$0.00	$0.00	$233.00	$20.00	$213.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/19/2023	$120.54	$0.00	$0.00	$0.00	$25.00	$3.00	$22.00	$40.00	$22.50	$17.50	$35.54	$0.00	$0.00	$0.00	$0.00
12/20/2023	$263.89	$0.00	$0.00	$0.00	$105.00	$11.00	$94.00	$0.00	$0.00	$0.00	$18.89	$0.00	$0.00	$0.00	$0.00
12/21/2023	$144.20	$0.00	$0.00	$0.00	$120.00	$8.00	$112.00	$0.00	$0.00	$0.00	$4.20	$0.00	$0.00	$0.00	$0.00
12/22/2023	$158.77	$0.00	$0.00	$0.00	$90.00	$10.00	$80.00	$0.00	$0.00	$0.00	$18.77	$0.00	$0.00	$0.00	$0.00
12/27/2023	$206.54	$0.00	$0.00	$0.00	$135.00	$14.00	$121.00	$0.00	$0.00	$0.00	$21.54	$0.00	$0.00	$0.00	$0.00
12/28/2023	$176.00	$0.00	$0.00	$0.00	$86.00	$11.00	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/29/2023	$85.00	$0.00	$0.00	$0.00	$75.00	$8.00	$67.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by DMM 12/29/23	**$4,136.55**	$99.00	**$92.81**	**$6.19**	$2,524.00	**$240.00**	**$2,284.00**	$40.00	**$22.50**	**$17.50**	**$148.55**	**$0.00**	**$0.00**	**$0.00**	**$0.00**



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

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

DATE January 2, 2024 2930
29-7/213

PAY TO THE ORDER OF Mollie A. Collins, Supervisor $ 3,781.24

Three Thousand Seven Hundred eighty one and 24/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue for December 2023

Diane M. Bruno
Town Clerk

Mobile Deposit Safe Details on back

SUPERIOR PRESS • 888-590-7998 JB-3920167

RESOLUTION NO. 54.24

TO APPROVE BUDGET TRANSFERS TO THE 2023 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 2023 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A7110 181921	FROM:	Sr. Rec. Leader	-7,000.00
General	A7110 100021	INTO:	Park & Rec Asst. S	+7,000.00
General	A7110 182021	FROM:	Recreation Special	-5,230.25
General	A7110 130021	INTO:	Park Attendants PT (Summer)	+5,230.25
General	A7110 182021	FROM:	Recreation Special	-4,000.00
General	A7110 106021	INTO:	Carpenter	+4,000.00
General	A7110 182021	FROM:	Recreation Special	-8,500.00
General	A7110 120021	INTO:	Park Attendants	+8,500.00
General	A7110 4151	FROM:	Supply Material Ball	-2,000.00
General	A7110 4152	INTO:	Parks Dumpster Rental	+2,000.00
General	A6772 2005	FROM:	Equipment/Paving	-15,480.09
General	A6772 4900	INTO:	Building Repairs	+15,480.09
General	A6772 2005	FROM:	Equipment/Paving	-2,500.00
General	A6772 4904	INTO:	Maintenance & Supplies	+2,500.00

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **January 5, 2024**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2023 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of January 10, 2024

Background Information: Budget transfers are needed to correct lines.

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of January 10, 2024 and approve the transfer.

Attachment/Document(s): Memo: Morgan Coryer

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 113 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Memorandum

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfers

Date: December 14, 2023

Please transfer the following funds to salary lines and other end of year expenses:

From	**A7110 181921 Sr. Recreation Leader**	**Amount:** $7000.00
To	**A7110 100021 Park & Rec Asst. S**	**Amount:** $7000.00
From	**A7110 182021 Recreation Special**	**Amount:** $5230.25
To	**A7110 130021 Park Attendants PT (Summer)**	**Amount:** $5230.25
From	**A7110 182021 Recreation Special**	**Amount:** $4000.00
To	**A7110 106021 Carpenter**	**Amount:** $4000.00
From	**A7110 182021 Recreation Special**	**Amount:** $8500.00
To	**A7110 120021 Park Attendants**	**Amount:** $8500.00
From	**A7110 4151 Supply Material Ball**	**Amount:** $2000.00
To	**A7110 4152 Parks Dumpster Rental**	**Amount:** $2000.00

Memorandum

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfers for Senior Center

Date: December 14, 2023

Please transfer the following funds to cover end of year expenses:

From	**A6772 2005 Equipment/Paving**	**Amount:** $15480.09
To	**A6772 4900 Building Repairs**	**Amount:** $15480.09

From	**A6772 2005 Equipment/Paving**	**Amount:** $2500.00
To	**A6772 4904 Maintenance & Supplies**	**Amount**: $2500.00

Thank you.

RESOLUTION NO. 55.24

TO AUTHORIZE A RELEASE OF RETAINAGE TO CDE ELECTRICAL 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 No. 6 to CDE Electric Inc., located at PO Box 204, 685 Vernal Butler Road, Cairo, NY 12413, for the Salt Storage & Yard Waste Processing Facility project - Contract No. 3, in the total amount of four thousand seven hundred ten and 00/100 dollars ($4,710.00).

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	December 19, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Authorize a Release of Retainage to CDE Electric Inc.
TOWN BOARD MEETING:	January 10, 2024
Background Information:	CDE Electric Inc. is the Electrical Contractor for the Salt Storage & Yard Waste Processing Facility and is requesting release of retainage.
Evaluation/Analysis:	Project is substantially complete. Retainage release needs to be authorized by the Town Board to issue final payment to the contractor.
Recommendation(s):	Authorize the Supervisor and/or Town Comptroller to execute all documents necessary to release retainage and issue Final Payment #6 to CDE Electric Inc. in the amount of $4,710.00.
Attachment/Document(s):	Letter dated December 5, 2023, from CDE Electric Inc., Invoice & Voucher, & Certificate of Substantial Completion
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

MERCHANTS
BONDING COMPANY

December 5, 2023

Town of Rotterdam
1100 Sunrise Blvd
Schenectady, NY 12306

To Whom it May Concern:

This letter is to confirm that the following Performance Bond and Labor & Material Payment Bond in the amount of one hundred (100) percent of the value of the contract, is in force for a period of one year following the date of final payment.

Bond Number: NYC48213

Owner: Town of Rotterdam

Project: Salt Storage and Yard Waste Processing Facility Project,
Contract No.2 – Electrical Construction

Contractor: CDE Electric, Inc.

If you have any questions or concerns, or need anything further, please do not hesitate to contact me.

Sincerely,

Jennifer Susan Vanat

Jennifer Susan Vanat
Attorney-in-fact

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Salt Storage and Yard Waste Processing Facility
TO OWNER: *(Name and address)*
Town of Rotterdam
1100 Sunrise Blvd., Schenectady, NY 12306

ARCHITECT'S PROJECT NUMBER:
CONTRACT FOR: No. 2 - Electrical
CONTRACT DATED: 10/17/22

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: New York
COUNTY OF: Greene

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

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☒ Yes No

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

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

CONTRACTOR: **CDE Electric, Inc.**
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413

BY: _____
(Signature of authorized representative)

Gregory E. Guerin, President
(Printed name and title)

Subscribed and sworn to before me on this date:

this 29th of November 2023

Notary Public:
My Commission Expires:

Sandra M. Smith
SANDRA M. SMITH
Notary Public, State of New York
Qualified in Greene County
No. 01SM6247540
My Commission Expires 08-29-20 27

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1

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* Salt Storage and Yard Waste Processing Facility	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
TO OWNER: *(Name and address)* Town of Rotterdam 1100 Sunrise Blvd. Schenectady, NY 12306	**CONTRACT FOR:** No. 2 - Electrical **CONTRACT DATED:** 10/17/22	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF: New York
COUNTY OF: Greene

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

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: **CDE Electric, Inc.**
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413

BY: _____
(Signature of authorized representative)
Gregory E. Guerin, President
(Printed name and title)

Subscribed and sworn to before me on this date:
this 29th November 2023
Notary Public: Sandra M. Smith
My Commission Expires:

SANDRA M. SMITH
Notary Public, State of New York
Qualified in Greene County
No. 01SM6247540
My Commission Expires 08-29-20 27

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User Notes:
(3B9ADA46)

CONSENT OF SURETY TO FINAL PAYMENT

AIA DOCUMENT G707

(Bond # NYC48213)

TO (OWNER):
(Name & Address)

Town Of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

ARCHITECT'S PROJECT NO:

CONTRACT FOR: **Contract No.2 - Electrical**

CONTRACT DATED: **10/17/2022**

PROJECT:
(Name & Address)

Salt Storage and Yard Waste Processing Facility Project

In accordance with the provisions of the Contract between the Owner and the Contractor as indicted above, the
(insert name and address of Surety Company)

MERCHANTS BONDING COMPANY (MUTUAL)
6700 Westown Parkway
West Des Moines, IA 50266 , SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

CDE ELECTRIC, INC.
PO Box 204, 685 Vernal Butler Road
Cairo, NY 12413 , CONTRACTOR,

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

Town Of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306 , OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this, **22nd** day of **November**, **2023**.

MERCHANTS BONDING COMPANY (MUTUAL)

(seal)

Attest

(Signature of authorized representative)
Renee A. Manny , Attorney-In-Fact
(Printed Name and Title)

AIA DOCUMENT G707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT .1994 EDITION .AIA® 1994
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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arnold E Finaldi Jr; Casey W LaChapelle; David W Cooper; Derek P Hannon; Diane M Peligian; Jennifer Susan Vanat; John C Tickner; John F Murray Jr; Kevin J Garrity; Maddalena Bucciero; Mark C Nickel; Renee A Manny; Tanya Volk; Thomas R Tyrrell; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of November , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

CDE ELECTRIC INC.

PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413
Tel: (518) 622-3822
Fax: (518) 622-3823

November 2023

Town of Rotterdam
1100 Sunrise Blvd.
Schenectady, NY 12306

Re: Salt Storage & Yard Waste Processing Facility
Contract #2 – Electrical dated 10/17/22

To whom it may concern:

CDE Electric, Inc. will warranty their workmanship and all materials installed in relation to the electrical contract for the above referenced project for a period of one year starting on November 20, 2023.

Gregory E. Guerin, President

Sworn to before me this 29th day of November 2023

Sandra M. Smith

SANDRA M. SMITH
Notary Public, State of New York
Qualified in Greene County
No. 01SM6247540
My Commission Expires 08-29-2027

(SEAL)

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Rotterdam	Owner's Contract No.:	Contract No. 2
Contractor:	CDE Electric, Inc.	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.035.002
Project:	Salt Storage & Yard Waste Processing Facility	Contract Name:	Electrical Construction

This preliminary Certificate of Substantial Completion applies to:

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

November 20, 2023
Date of Substantial Completion

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

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☒ None ☐ As follows

Amendments to Contractor's responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *Punch List Dated 11/29/2023*

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

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Senior Staff Engineer	Title:	Title: President
Date: 11/29/2023	Date:	Date: 12/05/23

Contract 2 – Electrical Construction – CDE Electric, Inc.
Punch List Items

Walk through performed November 20, 2023

1. Submit Operation & Maintenance Manual as per Specification 16011 Section 1.4.
2. Submit Electrical Record Drawings.
3. Submit written statement from Surety that the Performance Bond (Labor & Materials Payment Bonds included) in the amount of one hundred (100) percent of the value of the Contract is in force for a period of one year following the date of Notice of Substantial Completion.
4. Submit AIA G706 Contractor's Affidavit of Payment of Debts and Claims.
5. Submit AIA G706A Contractor's Affidavit of Release of Liens.
6. Submit contractor's final payment request.
7. Submit request for retainage release on contractor letterhead.
8. Submit AIA G707 Consent of Surety to final payment.

Barton & Loguidice

10 Airline Drive
Albany, NY 12205
(518) 218-1801
(518) 218-1805 Fax

LETTER OF TRANSMITTAL

DATE: December 13, 2023 **JOB NO.:** 904.035.002

ATTENTION: **MOLLIE A. COLLINS**

RE: Salt Storage and Yard Waste Processing Facility – Application for Payment #6 – Contract 2

TO: Town of Rotterdam, New York
c/o Mollie A. Collins
1100 Sunrise Blvd.
Rotterdam, NY 12306

WE ARE SENDING YOU: ☒ Attached ☐ Separate cover **VIA:** ☐ Hand Delivery ☐ US Mail ☐ Pickup
☐ Courier: _____ airbill # _____ Delivery: ☐ Overnight ☐ 2-day / Other: _____
the following Items:
☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications
☐ Change Order ☐ Letter ☒ Application ☐ Samples ☐ Other _____

COPIES	DATE	DESCRIPTION
1	12/5/2023	Town of Rotterdam Voucher
1	12/5/2023	Request for Release of Retainage Letter
1	12/5/2023	Payment Application 6 – Contract 2
1	12/5/2023	Closeout Document Package

THESE ARE TRANSMITTED as checked below:
☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Revise and Noted - Resubmit ☐ Return _____ corrected plans
☐ For review and comment ☐ Rejected – Resubmit as Specified ☐ Prints returned after loan to us
☐ For bids due _____ ☐ Other _____

REMARKS:

Please contact our office with any questions.

Thank you,

Barton & Loguidice, D.P.C.

Printed name: Nicola J. Gosselin

Title: Senior Staff Engineer

cc: C. Jack Dodson, Town of Rotterdam
Larry Lamora, Town of Rotterdam
Amanda Lawson, Town of Rotterdam
Ryan Weitz, Barton & Loguidice

If enclosures are not as noted, kindly notify us at once.

6
VOUCHER NO.

TOWN OF ROTTERDAM
Voucher

1100 Sunrise Boulevard
Rotterdam, NY 12306

DEPARTMENT:

CLAIMANT'S NAME AND ADDRESS

CDE Electric Inc.
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413

VENDOR NO.

DO NOT WRITE IN THIS BOX			
Purchase Order No.	Fund-Appropriation	Amount	
TOTAL			

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/30/23		Payment Application No. 6 - Retainage Town of Rotterdam – Salt Storage & Yard Waste Facility Contract No. 2 - Electrical		$4,710.00
		See instructions on Reverse Side)	TOTAL	$4,710.00
			CHECK #	

CLAIMANT'S CERTIFICATION

I certify that the above account in the amount of $4,710.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE 12/5/2023 | SIGNATURE (Space below for Municipal Use) | TITLE Gregory E. Guerin, President

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

DATE AUTHORIZED OFFICIAL

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

DATE AUDITING BOARD

CDE ELECTRIC INC.
PO Box 204
685 Vernal Butler Rd.
Cairo, NY 12413
Tel: (518) 622-3822
Fax: (518) 622-3823

December 5, 2023

Town of Rotterdam
1100 Sunrise Blvd.
Schenectady, NY 12306

Re: Salt Storage & Yard Waste Processing Facility
Contract #2 – Electrical dated 10/17/22

To whom it may concern:

CDE Electric, Inc. requests release of retainage in the amount of $4,710.00.
Final Application for Payment #6 is attached.

Thank you.

Sincerely,

Gregory E. Guerin, President

GG: ss
Attachment

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 6

To (Owner): Town of Rotterdam	Application Period: through 11/30/23	Application Date: 12/5/2023
Project: Salt Storage & Yard Waste Processing Facility	From (Contractor): CDE Electric Inc	Via (Engineer): Barton & Loguidice
Owner's Contract No.:	Contract: No. 2 - Electrical Construction	
	Contractor's Project No.: 2216	Engineer's Project No.: 904.035.002

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$94,200.00
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$94,200.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$94,200.00
5. RETAINAGE:		
a. X $94,200.00 Work Completed	$	
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$94,200.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$89,490.00
8. AMOUNT DUE THIS APPLICATION	$	$4,710.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Gregory E. Guerin, President	Date: 12/5/2023

Payment of: $ $4,710.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 12/13/2023
(Engineer) (Date)

Payment of: $ $4,710.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

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January 10, 2024

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Rotterdam Salt Storage & Yard Waste Facility - Electrical Construction Contract No. 2					Application Number: 6		
Application Period: through 11/30/23					Application Date: 12/05/23		
			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
16011	Electrical General Requirements	$3,760.00	$3,760.00			$3,760.00	100.0%	
16115	Outlet, Junction & Pull Boxes	$2,300.00	$2,300.00			$2,300.00	100.0%	
16123	Wire, Cable 600 Volt & Under	$4,485.00	$4,485.00			$4,485.00	100.0%	
16132	Conduit	$9,700.00	$9,700.00			$9,700.00	100.0%	
16140	Wiring Devices	$1,500.00	$1,500.00			$1,500.00	100.0%	
16301	Underground Electrical Work	$34,000.00	$34,000.00			$34,000.00	100.0%	
16441	Panelboards	$5,685.00	$5,685.00			$5,685.00	100.0%	
16450	Grounding	$1,200.00	$1,200.00			$1,200.00	100.0%	
16510	Interior Lighting	$12,000.00	$12,000.00			$12,000.00	100.0%	
16530	Exterior Lighting	$19,570.00	$19,570.00			$19,570.00	100.0%	
	Totals	$94,200.00	$94,200.00			$94,200.00		

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RESOLUTION NO. 56.24

TO AWARD BID FOR POLICE UNIFORMS AND EQUIPMENT

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on, December 29, 2023, 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 on December 28, 2023 for public inspection upon request for the purchase by the Town of Rotterdam of the following:

POLICE UNIFORMS AND EQUIPMENT

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 the purchase of Police Uniforms and Equipment to be used by the Town of Rotterdam Police Department, to Galls, LLC., located at 1340 Russell Cave Road, Lexington, Kentucky 40505, at the mutual consent of both the Town and Galls LLC, according to the individual pricing in the attached bidding documents, commencing January 1, 2024 through December 31, 2025.

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

SECTION 3. This resolution shall become effective January 10, 2024

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 3, 2024

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Award bid to Galls Uniforms for a two year contract for the Rotterdam Police Department to purchase uniforms and equipment effective January 1, 2024 – December 31, 2025.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Rotterdam Police Department's contract for uniform/equipment purchases expired on December 31, 2023. A request for proposal (RFP) was called for on December 14, 2023 and closed on December 28, 2023. Galls, being one of three received bids, was the least expensive while also meeting all of the Rotterdam Police Department's uniform/equipment needs.

Evaluation/Analysis: Galls has proven to meet the Police Department's needs as a uniforms/equipment supplier and customer service has always been promptly handled at their local store.

Recommendation(s): Award bid to Galls Uniforms for a two year contract for the Rotterdam Police Department to purchase uniforms/equipment effective January 1, 2024 – December 31, 2025.

Attachment/Document(s): BidNet bid from Galls

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law section 103

LEGISLATION WILL BE PREPARED BY: RPD

GALLS LLC

GALLS LLC

Town of Rotterdam

Request for Bids

Police Uniforms and Equipment

Bid Opening:

Thursday, December 28, 2023

@ 10:00 AM

TOWN OF ROTTERDAM

BID FORM ACKNOWLEDGMENT

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Police Uniforms and Equipment

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

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

Signature

GALLS, LLC

Name of Company or Corporation

1340 Russell Cave Rd

Address

Lexington	KY	40505
City	*State*	*Zip*

Town of Rotterdam

Bid Form

Police Uniforms and Equipment

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

WE THE UNDERSIGNED hereby offer to sell to the Town of Rotterdam, standardized uniforms and equipment for Police Department use. Names of brands and model numbers that are presently used by the Rotterdam Police Department are given in the specifications only as a reference and it is not meant to limit the bid to that brand and/or model number. The equipment shall not be limited to these specifications if your standard equipment exceeds such specifications. Further, all standard or necessary equipment not specified or stipulated will be included. All bids must be per item, EACH.
If prices are lower when items are purchased in certain quantities, Bidders should indicate that and show prices for different quantities.

EXAMPLE: Single Price $_____/EACH
2 - 6 items $_____/EACH
6 - 12 items $_____/EACH

ALL PRICING ENTERED ONLINE

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	Cost	QTY.	TOTAL
PANTS	CLASS A	BLACK				
PANTS	BDU	BLACK				
SHIRT– SHORT SLEEVE	CLASS A	BLACK				
SHIRT – LONG SLEEVE	CLASS A	BLACK				
HAT – 8 POINT	PATROL OFFICER	BLACK				
HAT – 8 POINT	SERGEANT	BLACK				
HAT – ROUNDED	LIEUTENANT	BLACK				
HAT – ROUNDED	CHIEF/DEP CHIEF	BLACK				
COAT–DRESS(BLOUSE)	CLASS A	BLACK				
COAT	WINDBREAKER	AS SPECIFIED				
COAT	WINTER	AS SPECIFIED				
COAT	RAIN – FULL	HIVIS/BK				
COAT	RAIN – ¾ LENGTH	HIVIS/BK				
SWEATER	COMMANDO	AS SPECIFIED				
SWEATER	CARDIGAN	AS SPECIFIED				
SOCKS	REGULAR LENGTH	AS SPECIFIED				
SOCKS	EXEC. LENGTH	AS SPECIFIED				
TIES	WOVEN CLIP ON	AS SPECIFIED				
GLOVES	BLACK KNIT					
GLOVES	LEATHER					
GLOVES						
SERVING SINCE		AS SPECIFIED				
NAME PLATE		AS SPECIFIED				

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BADGE	BREAST OR WALLET	PTL, SGT.				
BADGE	BREAST OR WALLET	LIEUTENANT				
BADGE	BREAST OR WALLET	CHIEF/DEPUTY CHIEF				
BADGE	HAT	SILVER OR GOLD				
COLLAR BRASS	RPD/CEO/DISP	SILVER				
COLLAR BRASS	CADUCEUS	SILVER				
COLLAR BRASS	SGT. CHEVRON	SILVER				
COLLAR BRASS	LT. BAR	GOLD – COAT SIZE				
COLLAR BRASS	LT. BAR	GOLD – SHIRT SIZE				
TIE BAR		AS SPECIFIED				
HOLSTER	DUTY					
BELT	SAM BROWNE	BLACK				
BELT	GARRISON	BLACK				
DUTY HOLSTER	GLOCK MOD 17	BLACK TRIPLE RETENTION				
HANDCUFF CASE	CLOSED	BLACK				
HANDCUFF CASE	OPEN	BLACK				
MACE HOLDER		BLACK				
MAG. HOLDER	DOUBLE	BLACK				
BELT KEEPERS		BLACK				
NIGHSTICK RING		BLACK				
GLOVE CARRIER	DISPOSABLE	BLACK				
BATON HOLDER		BLACK				
HANDCUFFS		SILVER				
NIGHTSTICK	20 INCH	PLASTIC				
BATON	COLLAPSIBLE					
BATON GRIP	SUPER					
SHOE	WORK	BLACK				
BOOT	6 INCH	BLACK				
BOOT	8 INCH	BLACK				
SHOE	SNEAKER					
BODY ARMOR	LEVEL IIIA					
BODY ARMOR	INNER SHELL					
BODY ARMOR	QUILTED OUTER SHELL					

ITEM	STYLE	COLOR/DESCRIPTION	ITEM	COST	QTY.	TOTAL
BICYCLE SHIRT	SHORT SLEEVE	BLUE				
BICYCLE SHIRT	LONG SLEEVE	BLUE				
BICYCLE JACKET		BLUE				
BICYCLE SHORTS		DARK BLUE				
BICYCLE PANTS		DARK BLUE				
SNEAKERS		BLACK				
SOCKS	ANKLE SOCKS					
BICYCLE GLOVES						
NYLON DUTY BELT	7200					

No	Description	Brand Preference	UOM	Delivery Lo	Quote Type	Manufacturer	Part #	Comment	Price	Quantity	Total Cost
1	PANTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8650T	10 days ARO	69.29	1	69.29
2	PANTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8655T	10 days ARO	86.21	1	86.21
3	SHIRTâ€" SHORT SLEEVE	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8675	10 days ARO	80.18	1	80.18
4	SHIRT â€" LONG SLEEVE	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8670	10 days ARO	84.22	1	84.22
5	HAT â€" 8 POINT	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	P103C	10 days ARO	66.18	1	66.18
6	HAT â€" 8 POINT	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	P103C	10 days ARO	66.18	1	66.18
7	HAT â€" ROUNDED	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	C1001BK-	10 days ARO	58.82	1	58.82
8	HAT â€" ROUNDED	All Brands are acceptable	Each		Bid	Keystone Uniform Cap Corp	C1001BK	10 days ARO	58.82	1	58.82
9	COATâ€"DRESS(BLOUSE)	All Brands are acceptable	Each		Bid	ANCHOR UNIFORM MFG LLC	210BL	10 days ARO	302.71	1	302.71
10	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	4660	10 days ARO	155.91	1	155.91
11	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	9820	10 days ARO	303.34	1	303.34
12	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	26990	10 days ARO	166.62	1	166.62
13	COAT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	26991	10 days ARO	132.43	1	132.43
14	SWEATER	All Brands are acceptable	Each		Bid	FECHHEIMER BROTHERS UNIFORM CO	F1 790	10 days ARO	114.08	1	114.08
15	SWEATER	All Brands are acceptable	Each		Bid	A+ CAREER APPAREL	5510	10 days ARO	58.88	1	58.88
16	SOCKS	All Brands are acceptable	Each		Bid	PRO FEET INC	181/3	10 days ARO	9.19	1	9.19
17	SOCKS	All Brands are acceptable	Each		Bid	PRO FEET INC	5283L/6	10 days ARO	8.82	1	8.82
18	TIES	All Brands are acceptable	Each		Bid	SAMUEL BROOME UNIFORM ACCESSOR	33005	10 days ARO	8.75	1	8.75
19	GLOVES	All Brands are acceptable	Each		Bid	VIGOUR CORPORATION	GL409	10 days ARO	7.28	1	7.28
20	GLOVES	All Brands are acceptable	Each		Bid	HATCH/SAFARILAND LLC	1010914	10 days ARO	25.74	1	25.74
21	GLOVES	All Brands are acceptable	Each		Bid	Oakley	FOS900168	10 days ARO	26.47	1	26.47
22	SERVING SINCE	All Brands are acceptable	Each		Bid	REEVES CO., INC.	SS110 BLK GLD	10 days ARO	14.72	1	14.72
23	NAME PLATE	All Brands are acceptable	Each		Bid	REEVES CO., INC.	51LE SIL	10 days ARO	13.12	1	13.12
24	BADGE	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	S135 RH	10 days ARO	76.5	1	76.5
25	BADGE	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	S152 GP	10 days ARO	87.34	1	87.34
26	BADGE	All Brands are acceptable	Each		Bid	V H BLACKINTON BADGES	B741 GP	10 days ARO	106.26	1	106.26
27	BADGE	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	S101 GP	10 days ARO	75.71	1	75.71
28	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C501M-3 RHD	10 days ARO	24.26	1	24.26
29	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C501M-3 RHD	10 days ARO	24.26	1	24.26
30	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C544 RHD	10 days ARO	13.97	1	13.97
31	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C538 GP	10 days ARO	14.32	1	14.32
32	COLLAR BRASS	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C534 GP	10 days ARO	14.32	1	14.32
33	TIE BAR	All Brands are acceptable	Each		Bid	SMITH & WARREN CO	C509 NI	10 days ARO	22.35	1	22.35
34	HOLSTER	All Brands are acceptable	Each		Bid	GOULD & GOODRICH LEATHER INC	K391-G17W	10 days ARO	102.15	1	102.15
35	BELT	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1016971	10 days ARO	62.5	1	62.5
36	BELT	All Brands are acceptable	Each		Bid	BOSTON LEATHER INC	6580-1-42	10 days ARO	18.26	1	18.26
37	DUTY HOLSTER	All Brands are acceptable	Each		Bid	Vista Outdoor Sales, LLC	44H100BK-R	10 days ARO	87.01	1	87.01
38	HANDCUFF CASE	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017226	10 days ARO	29.97	1	29.97
39	HANDCUFF CASE	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017917	10 days ARO	25.93	1	25.93
40	MACE HOLDER	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017303	10 days ARO	29.24	1	29.24
41	MAG. HOLDER	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1160758	10 days ARO	38.43	1	38.43
42	BELT KEEPERS	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017261	10 days ARO	14.53	1	14.53
43	NIGHSTICK RING	All Brands are acceptable	Each		Bid	DON HUME LEATHERGOODS	S505-A PLN BLK NKL	10 days ARO	8.79	1	8.79
44	GLOVE CARRIER	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1017913	10 days ARO	19.68	1	19.68
45	BATON HOLDER	All Brands are acceptable	Each		Bid	ARMAMENT SYSTEMS AND PROCEDURE	52432	10 days ARO	49.34	1	49.34
46	HANDCUFFS	All Brands are acceptable	Each		Bid	PEERLESS HANDCUFF COMPANY	4710	10 days ARO	26.99	1	26.99
47	NIGHTSTICK	All Brands are acceptable	Each		Bid			.01 entered for NO BID	0.01	1	0.01
48	BATON	All Brands are acceptable	Each		Bid	ARMAMENT SYSTEMS AND PROCEDURE	52412	10 days ARO	138.97	1	138.97

49	BATON GRIP	All Brands are acceptable	Each		Bid	ARMAMENT SYSTEMS AND PROCEDURE	52411	10 days ARO	138.97	1	138.97
50	SHOE	All Brands are acceptable	Each		Bid	Bates - Wolverine Worldwide	E22233	10 days ARO	72.06	1	72.06
51	BOOT	All Brands are acceptable	Each		Bid	Bates - Wolverine Worldwide	E03160	10 days ARO	88.97	1	88.97
52	BOOT	All Brands are acceptable	Each		Bid	Bates - Wolverine Worldwide	E03180	10 days ARO	93.38	1	93.38
53	SHOE	All Brands are acceptable	Each		Bid	WARSON GROUP, INC.	RB1100	10 days ARO	57.35	1	57.35
54	BODY ARMOR	All Brands are acceptable	Each		Bid	POINT BLANK ENTERPRISES	HL6MX1B902	10 days ARO	750.5	1	750.5
55	BODY ARMOR	All Brands are acceptable	Each		Bid	POINT BLANK ENTERPRISES	HL6N00BV0M BKA	10 days ARO	114.13	1	114.13
56	BODY ARMOR	All Brands are acceptable	Each		Bid			.01 entered for NO BID	0.01	1	0.01
57	BICYCLE SHIRT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8133 65	10 days ARO	88.71	1	88.71
58	BICYCLE SHIRT	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8143 65		94.15	1	94.15
59	BICYCLE JACKET	All Brands are acceptable	Each		Bid	Blauer Mfg Co	4670 65	10 days ARO	175.84	1	175.84
60	BICYCLE SHORTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8842 4	10 days ARO	87.53	1	87.53
61	BICYCLE PANTS	All Brands are acceptable	Each		Bid	Blauer Mfg Co	8822Z 11	10 days ARO	113.24	1	113.24
62	SNEAKERS	All Brands are acceptable	Each		Bid	WARSON GROUP, INC.	RB1100	10 days ARO	57.35	1	57.35
63	SOCKS	All Brands are acceptable	Each		Bid	PRO FEET INC	5283L/6 BLK	10 days ARO	8.82	1	8.82
64	BICYCLE GLOVES	All Brands are acceptable	Each		Bid	DAMASCUS WORLDWIDE INC	DC290	10 days ARO	10.31	1	10.31
65	NYLON DUTY BELT	All Brands are acceptable	Each		Bid	SAFARILAND, LLC.	1016105	10 days ARO	47.06	1	47.06

Detailed Specifications

The specifications as listed are intended for standardized uniforms and equipment as presently used by the Rotterdam Police Department. We are requesting these bids for standardized uniforms and equipment for the years **2024 and 2025**. **Prices must be for the complete two-year period.** We are requesting each bidder to submit a bid on each item and not a total bid.

1. **PANTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A pants presently in use by the Rotterdam Police Department.
      - Colors – Black (Police Officers) pants

2. **SHIRTS**
   A. SPECIFICATIONS
      - General style will conform to the Class A shirts presently in use by the Rotterdam Police Department.
      - Colors – Black (Police)
      - All shirts must be available in male and female sizes.

3. **UNIFORM HATS**
   A. Black eight point patrol officer hat with removable summer/winter black band.
      - Black plastic strap with silver strap button
      - Black patent leather visor
   B. Black eight point sergeant hat with removable summer/winter black band.
      - Silver metal strap with silver strap buttons
      - Black patent leather visor
   C. Black Air Force Round lieutenant hat.
      - Gold metal strap with gold strap buttons
      - Black patent leather visor
   D. Black Air Force Round Chiefs and Deputy Chiefs hat.
      - Gold metal strap with gold strap buttons
      - Scramble gold leaf visor

4. **COATS**
   A. Three Quarter Length Black Class A Dress Coat (Blouse).
   B. Windbreaker – presently using Blauer 6016
   C. Bomber type Coat – presently using Blauer 6026
   D. Winter Coat – presently using Blauer 901OZ
   E. Rain Coat – Full Length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
   F. Rain Coat – Three quarter length – shall conform to the rain coat presently in use by the Rotterdam Police Department.
      - Rain Coast shall have Rotterdam Police Department stenciled on back of orange side of coat.

5. **SWEATERS**
   A. Commando Style - presently using Blauer #200.
   B. Cardigan Style

6. **SOCKS**
   A. Regular Length - shall conform to the black socks presently in use by the Rotterdam Police Department.
   B. Executive Length - shall conform to the black socks presently in use by the Rotterdam Police Department.

7. **TIES**
   A. Woven with square bottom - 100% wool
   B. Clip-on style
   C. Colors - as specified by purchaser.

8. **GLOVES**
   A. Black knit with leather palms and fingers – presently using Finger Fashion
   B. Leather – presently using Hatch NS430 and Damascus D302L
   C. Thermax Liners – presently using Hatch TK405

9. **BADGES**
   A. Breast Badges
      - Patrol Officer of Sergeant (gold or silver as specified by purchaser) presently using Nielsen N72
      - Investigator (gold) presently using Nielsen N123
      - Lieutenant (gold) presently using Blackington B741
      - Chief and Deputy Chief 9gold) presently using Blackington B879
   B. Hat Badges
      - Silver or gold as specified. Presently using Nielsen N68

10. **COLLAR BRASS**
   A. R.P.D.
      - Silver
      - 3/4 inch high and 1 5/8 inches long
   B. Sergeant Chevron
      - Silver
      - 1 inch high and 3/4 inch wide
   C. Lieutenant Bar
      - Gold
      - Shirt and coat size
   D. Two Stars
      - Gold
      - Shirt and coat size
   E. Three Stars
      - Gold
      - Shirt and coat size

11. **OTHER BRASS**
   A. Name Plate – presently using R100
      - Black, blue, or brown background (as specified) with white lettering
      - Metal trim – gold or silver as specified
      - 2 inches long and 3/8 inches high
   B. Tie Bar
      - 2 3/8 inches long and 1/2 inch high
      - ROTTERDAM POLICE imprinted on bar
      - Black New York State Seal in center

12. **LEATHER**
   A. Holster – presently using Uncle Mikes Triple Retention Holster
      - to fit Glock 17, 19 and 43
   B. Sam Brown Belt – presently using Don Hume B101
   C. Garrison Belt – presently using Don Hume B111
   D. Handcuff Case – presently using Don Hume C303
   E. Handcuff Case (open) – presently using Bianchi 34

F. Mace Holder – presently using Don Hume C311
G. Double Magazine Holder – presently using Don Hume D407
H. Belt Keeper – presently using Don Hume S502-1
I. Nightstick Ring – presently using Don Hume S505
J. Disposable Glove Carrier – presently using Don Hume C321
K. Baton Holder – presently using Monadnock 6214

13. **HARDWARE**

A. Handcuffs – presently using American A105
   - nickel plated

B. Nightstick
   - 20 inch
   - Black plastic

C. Baton – presently using Monadnock 9021
D. Baton Super Crip – presently using Monadnock 9046

14. **SHOES**

A. Work Shoe – presently using Bates Lite SR56
B. Work 6 inch Boot – presently using Bates Lite 78
C. Work 8 inch Boot – presently using Rocky Eliminator 8032 and Rocky Superstalker 8400
D. Sneaker Shoe – presently using Rocky 911-126 and Midnight 1200

15. **BALLISTIC VEST/ BODY ARMOR**

16. **BICYCLE EQUIPMENT**

A. Bicycle Shirt – currently using Blauer 8133/8142
   - Long and Short Sleeve
   - Blue

B. Bicycle Jacket – currently using Blauer 4660Y
   - Two tone blue

C. Bicycle Shorts – currently using Blauer 8842
   - Blue

D. Bicycle Pants – currently using Blauer 8822
   - Blue

E. Black Sneakers
F. Ankle Socks
   - Black

G. Bicycle Gloves

NOTE: Any questions should be submitted in writing to William Male, Deputy Chief of Police, Town of Rotterdam Police Department – wmale@rotterdamny.org

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on December 28, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. on December 28, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the next day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: GALLS, LLC

Signed by: Mike Fadden Title: CEO

Signature: Mike Fadden Date: 12/28/2023

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

Resolved that Mike Fadden, CEO be authorized to sign and submit the bid or proposal of this corporation for GALLS, LLC 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 GALLS, LLC corporation at a meeting of its board of directors held on the 14th day of July, 2020.

(SEAL OF THE CORPORATION)

Signature of Secretary

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

I, Mike Fadden hereby sign and submit this bid or proposal for GALLS, LLC 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

12/28/2023

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: GALLS, LLC

Signed by: Mike Fadden Title: CEO

Signature: Date: 12/28/2023

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.

OMNIBUS WRITTEN CONSENT OF THE GOVERNING BODIES
OF
CB GENERAL HOLDINGS, LLC;
GALLS PARENT HOLDINGS, LLC;
GALLS INTERMEDIATE HOLDINGS, LLC;
GALLS, LLC;
GALLS BPU, LLC;
GALLS BUC, LLC;
GALLS (NC), LLC;
LONE STAR UNIFORMS, LLC;
BEST UNIFORMS, LLC;
ROY TAILORS UNIFORM CO., LLC;
ROY TAILORS UNIFORM COMPANY OF COLUMBUS, LLC;
QUARTERMASTER, LLC;
PATRIOT OUTFITTERS, LLC;
&
MORGAN'S, INC.

July 14, 2020

The undersigned, being: (i) all of the members of the board of directors (the "CB General Board") of CB General Holdings, LLC., a Delaware limited liability company ("CB General"); (ii) all of the members of the board of directors (the "Galls Parent Board") of Galls Parent Holdings, LLC., a Delaware limited liability company ("Galls Parent"); (iii) Galls Parent, in its capacity as the sole member (the "Galls Intermediate Sole Member") of Galls Intermediate Holdings, LLC, a Delaware limited liability company ("Galls Intermediate"); (iv) Galls Intermediate, in its capacity as the sole member (the "Galls Sole Member") of Galls, LLC, a Delaware limited liability company ("Galls"); (v) Galls, in its capacity as the manager (the "Galls Manager") of each of (1) Galls (NC), LLC, a Delaware limited liability company ("Galls NC") and (2) Lone Star Uniforms, LLC, a Delaware limited liability company ("Lone Star"), (vi) Galls NC, in its capacity as the manager (the "Best Uniforms Manager") of Best Uniforms, LLC, a Delaware limited liability company ("Best Uniforms"); (vii) all of the members of the board of directors (the "Morgan Board") of Morgan's Inc., a Delaware corporation ("Morgan's"); and (viii) Galls, in its capacity as the sole member, and together with the CB General Board, Galls Parent Board, Galls Intermediate Sole Member, Galls Manager, Best Uniforms Manager, and the Morgan Board, (the "Governing Entities") of each of (1) Galls BPU, LLC, a Delaware limited liability company ("Galls BPU"), (2) Galls BUC, LLC, a Delaware limited liability company ("Galls BUC"), (3) Quartermaster, LLC, a Delaware limited liability company ("Quartermaster"), (4) Roy Tailors Uniform Co., LLC, a Delaware limited liability company ("Roy Tailors"), (5) Roy Tailors Uniform Company Of Columbus, LLC, a Delaware limited liability company ("Roy Tailors Columbus") and (6) Patriot Outfitters, LLC, a Delaware limited liability company ("Patriot Outfitters" and together with Morgan's, Best Uniforms, Galls NC, Lone Star, Galls BPU, Galls BUC, Quartermaster, Roy Tailors and Roy Tailors Columbus, the "Operating Companies", and together with CB General, Galls Parent, Galls Intermediate and Galls, the "Affiliated Entities"), each acting pursuant to the authority of such Affiliated Entities' applicable bylaws and limited liability company agreement (as the case may be), hereby consent to the adoption of the following resolutions.

Second Amendment to the Third Amended & Restated Limited Liability Company Agreement of CB General Holdings, LLC

WHEREAS, the CB General Board deems it to be in the best interests of CB General for CB General to adopt that certain Second Amendment to the Third Amended and Restated Limited Liability Company Agreement of CB General Holdings, LLC, substantially in the form of the attached hereto as Exhibit A (the "Second Amendment").

NOW, THEREFORE, BE IT, RESOLVED, that the Second Amendment be, and hereby is, authorized, adopted, ratified and approved in all respects.

First Amendment to the Amended & Restated Limited Liability Company Agreement of Galls Parent Holdings, LLC

WHEREAS, the Galls Parent Board deems it to be in the best interests of Galls Parent for Galls Parent to adopt that certain First Amendment to the Amended and Restated Limited Liability Company Agreement of Galls Parent Holdings, LLC, substantially in the form of the attached hereto as Exhibit B (the "First Amendment").

NOW, THEREFORE, BE IT, RESOLVED, that the First Amendment be, and hereby is, authorized, adopted, ratified and approved in all respects.

Michael Wessner Separation Agreement and Redemption Agreement

WHEREAS, the Governing Entities believe it is advisable and in the best interests of the Affiliated Entities, as applicable, to terminate Michael Wessner's employment as Chief Executive Officer of such applicable Affiliated Entities (the "Separation");

WHEREAS, in connection with the Separation, CB General and Galls will enter into that certain Separation Agreement with Wessner, substantially in the form of the attached hereto as Exhibit C (the "Wessner Separation Agreement");

WHEREAS, pursuant to Section 9.10 of the Third Amended and Restated Limited Liability Company Agreement of CB General Holdings, LLC, as amended, (the "CB General LLCA"), upon a Repurchase Event (as defined the CB General LLCA) with respect to any Employee Member (as defined the CB General LLCA), the CB General Board may repurchase some or all of the Units held by such Employee Member;

WHEREAS, the Separation constitutes a Repurchase Event; and

WHEREAS, in connection with the Separation, CB General, Galls Parent and Wessner will enter into that certain Redemption Agreement, substantially in the form of the attached hereto as Exhibit D (the "Wessner Redemption Agreement"), pursuant to which Galls Parent shall redeem the number of Class B Units as set forth in column titled "Parent Units" on Schedule II to the Wessner Redemption Agreement and, immediately thereafter, CB General shall redeem the number of Class B Units held by Wessner as set forth in column titled "Holdings Units" on Schedule II to the Wessner Redemption Agreement (collectively, the "Redemption").

NOW, THEREFORE, BE IT, RESOLVED, that the Separation, the Wessner Separation Agreement, the Wessner Redemption Agreement and the Redemption be, and hereby are, authorized, adopted, ratified and approved in all respects.

Appointment of Michael Fadden as Chief Executive Officer and Treasurer

WHEREAS, the Governing Entities believe it is advisable and in the best interests of the Affiliated Entities, as applicable, to appoint Michael Fadden ("Fadden") as the Chief Executive Officer and Treasurer, as applicable, of the Affiliated Entities, as applicable (the "Fadden Appointment").

NOW, THEREFORE, BE IT, RESOLVED, that the Fadden Appointment, be, and hereby is, authorized, adopted, ratified and approved in all respects.

Michael Fadden Employment Agreement, Indemnification Agreement and RCA

WHEREAS, in connection with the Fadden Appointment, the CB General Board and the Galls Sole Member believe it is advisable and in the best interests of CB General and Galls, respectively, to enter into (i) that certain Employment Agreement, by and among CB General, Galls and Fadden, substantially in the form of the attached hereto as Exhibit E (the "Fadden Employment Agreement"), (ii) that certain Indemnification Agreement with Fadden, substantially in the form of the attached hereto as Exhibit F (the "Fadden Indemnification Agreement"), and (iii) that certain Employee Confidentiality, Non-Solicitation, Non-Competition and Invention Assignment Agreement, substantially in the form of the attached hereto as Exhibit G (the "Fadden RCA").

NOW, THEREFORE, BE IT, RESOLVED, that the Fadden Employment Agreement, the Fadden Indemnification Agreement and Fadden RCA, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Restricted Unit Grant Agreements

RESOLVED, that the forms of Restricted Unit Grant Agreements, substantially in the forms of the attached hereto as Exhibit H-1 (the "CB General Class B Unit Grant Agreement") and Exhibit H-2 (the "Galls Parent Class B Unit Grant Agreement"), providing for the grant of CB General Class B Units and Galls Parent Class B Units to Fadden and CB General, respectively, under the CB General Holdings, LLC and Galls Parent Holdings, LLC Amended and Restated 2018 Omnibus Equity Incentive Plan, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Class A-3 Unit Purchase Agreements

RESOLVED, that the forms of Class A-3 Purchase Agreements, substantially in the forms of the attached hereto as Exhibit I-1 (the "CB General Class A-3 Unit Purchase Agreement") and Exhibit I-2 (the "Galls Parent Class A-3 Unit Purchase Agreement"), providing for the issuance of CB General Class A-3 Units and Galls Parent Class A-3 Units to Fadden and CB General, respectively, be, and hereby are, authorized, adopted, ratified and approved in all respects.

Note Purchase and Equity Contribution Agreement

WHEREAS, Galls Parent and Fadden desire to enter into a Note Purchase and Equity Contribution Agreement, substantially in the form of the attached hereto as Exhibit J (the "Note Purchase and Contribution Agreement"), pursuant to which, among other things (i) Galls Parent will issue an unsecured promissory note to Fadden, substantially in the form of the attached hereto as Exhibit K (the "Fadden Note") and, immediately afterwards, Galls Parent will make a capital contribution equal to the principal amount of the Fadden Note to Galls Intermediate (the "Galls Parent Contribution"), and (ii) Galls Intermediate will then make a capital contribution equal to the principal amount of the Fadden Note

to Galls (the "Galls Intermediate Contribution" and together with the Galls Parent Contribution, the "Contributions").

NOW, THEREFORE, BE IT, RESOLVED, that the Galls Parent Board, Galls Intermediate Sole Member and the Galls Sole Member, hereby authorize, adopt, approve, ratify and confirm in all respects the Note Purchase and Contribution Agreement and the transactions contemplated thereby, including, without limitation, the Contributions, in each case as applicable.

General Resolutions

RESOLVED, that each of the Affiliated Entities' respective officers (collectively, the "Authorized Officers"), on behalf of their applicable Affiliated Entity, be and they hereby are, and each of them acting singly hereby is, authorized, empowered and directed to execute, deliver and perform their respective Affiliated Entity's applicable obligations under each of the agreements and transactions set forth herein, in each case as applicable, in the name and on behalf of their applicable Affiliated Entity, in each case with such changes as any such applicable Authorized Officer shall approve, which approval shall be conclusively evidenced by the execution, delivery and performance thereof;

RESOLVED, that the Authorized Officers, on behalf of their applicable Affiliated Entity, be and they hereby are, and each of them acting singly hereby is, authorized, empowered and directed to execute, deliver and perform such Affiliated Entity's obligations under any and all other agreements, documents, certificates, releases, filings, consents, notices, waivers, amendments and instruments, and to take any other actions and to do any other things, in each case as may, in the judgment of such applicable Authorized Officer so acting, be deemed necessary or desirable in connection with each of the agreements and transactions set forth herein, in each case as applicable, in the name and on behalf of their applicable Affiliated Entity and with such changes as any applicable Authorized Officer shall approve, in such Authorized Officer's sole discretion, which approval shall be conclusively evidenced by the execution, delivery and performance of such agreements, documents, certificates, releases, notices, waivers, filings, consents, amendments and instruments or the taking of any such action;

RESOLVED, that each of the Governing Bodies hereby ratify, confirm and approve all actions taken by the Authorized Officers on behalf of their applicable Affiliate Entity in connection with any and all of the transactions referred to in or contemplated by any of the foregoing resolutions; and

RESOLVED, that the Governing Bodies direct that these resolutions be filed with the records of each of the Affiliated Entities.

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IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

_____
Andrew S. Janower

_____
Samuel P. Bartlett

Alex Weiss
_____
Alex Weiss

_____
Paul Tarvin

_____
Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

IN WITNESS WHEREOF, this Omnibus Written Consent of the Governing Bodies of the Affiliated Entities shall be effective as of the latest date set forth above.

CB GENERAL BOARD

_____
Andrew S. Janower

_____
Samuel P. Bartlett

_____
Alex Weiss

_____
Paul Tarvin

Adam Blumenfeld
_____
Adam Blumenfeld

GALLS PARENT BOARD

Andrew Janower

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Sam Bartlett

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Alex Weiss

Paul Tarvin

Adam Blumenfeld

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Signature Page to Omnibus Consent

GALLS PARENT BOARD

Andrew S. Janower

Samuel P. Bartlett

Alex Weiss

Paul Tarvin

Adam Blumenfeld

Adam Blumenfeld

Signature Page to Omnibus Consent

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By: Sam Bartlett
Name: Samuel P. Bartlett
Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: Sam Bartlett
Name: Samuel P. Bartlett
Title: Vice President

MORGAN BOARD

Andrew Janower
Andrew S. Janower

Sam Bartlett
Samuel P. Bartlett

Alex Weiss
Alex Weiss

Paul Tarvin

Thomas Waller

GALLS INTERMEDIATE SOLE MEMBER

GALLS PARENT HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name: Samuel P. Bartlett
Title: Vice President

GALLS SOLE MEMBER

GALLS INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name: Samuel P. Bartlett
Title: Vice President

MORGAN BOARD

_____
Andrew S. Janower

_____
Samuel P. Bartlett

_____
Alex Weiss

_____
Paul Tarvin

_____
Thomas Waller

BEST UNIFORMS SOLE MEMBER

GALLS (NC), LLC,
a Delaware limited liability company

By: David Scheve
Name: David Scheve
Title: Chief Financial Officer

GALLS, LLC, a Delaware limited liability company, in its capacity as the (A) sole member of Galls BPU, LLC, a Delaware limited liability company, Galls BUC, LLC, a Delaware limited liability company, Quartermaster, LLC, a Delaware limited liability company, Roy Tailors Uniform Co., LLC, a Delaware limited liability company, Roy Tailors Uniform Company Of Columbus, LLC, a Delaware limited liability company and Patriot Outfitters, LLC, a Delaware limited liability company, and (B) manager of Galls (NC), LLC, a Delaware limited liability company and Lone Star Uniforms, LLC, a Delaware limited liability company

By: David Scheve
Name: David Scheve
Title: Chief Financial Officer

RESOLUTION NO. 57.24

CALL FOR BIDS FOR SODIUM HEXAMETAPHOSPHATE

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 call for bids for Sodium Hexametaphosphate.

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 January 26, 2024, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SODIUM HEXAMETAPHOSPHATE

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., JANUARY 26, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

DRAFT

The Town Board reserves the right to 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: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 2nd, 2024
TO:	Town Board
FROM:	Justin Peterson, Sr. Water Plant Operator
TITLE OF REQUEST:	Call for Bids- Sodium Hexametaphosphate
TOWN BOARD MEETING:	January 10th, 2024
Background Information:	Rice Rd. Water Plant utilizes Sodium Hexametaphosphate for corrosion control.
Evaluation/Analysis:	Annual price request per 50/lb bag from chemical suppliers for 2024
Recommendation(s):	Town Board call for bids to provide Sodium Hexametaphosphate to Water District #5 Treatment Plant for 2024
Attachment/Document(s):	None
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids

SODIUM HEXAMETAPHOSPHATE

Bid Opening:

Friday, January 26, 2024

@ 10:00 A.M.

TOWN OF ROTTERDAM
BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

SODIUM HEXAMETAPHOSPHATE

Minimum amount required: 18,000 lbs.

Unit price per 50-pounds delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 50 lbs.: *$*_____

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

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

_____
Signature

_____
Name of Company or Corporation

_____
Address

_____
City ***State*** ***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

SODIUM HEXAMETAPHOSPHATE

Detailed Specifications

This proposal will consist of furnishing Sodium Hexametaphosphate, required for a 12-month period for Water District #5 of the Town of Rotterdam, according to the following specifications:

Sodium Hexametaphosphate: According to AWWA Standard B502-17, and the following supplementary specifications:

Section 3: Definitions - 6. Sodium polyphosphate, glassy: A glassy solid that is a soluble sodium phosphate containing Na2O and P2O5 in a molar ratio of approximately 1.1 Na2O to 1.0 P2O5. It is an amorphous mixture of long-chain polyphosphates with the formula Nan+2Pn0n+l. The approximate value of n is either 12-16 or 18-21.

Section 4.1: Physical Requirements - Material shall be glass plate type only. Pulverized or granular/powder form is not acceptable. Material shall be manufactured and produced in the U.S.A. Materials manufactured in foreign countries will not be acceptable.

Section 6.1: Marking - An Affidavit of Compliance shall be furnished with the shipment, attesting that the sodium hexametaphosphate furnished under the purchaser's specifications complies with all applicable specifications of this standard.

Section 6.2: Packaging and Shipping: - The material shall be furnished in 50 lb. moisture proof bags. Material shall include Freight on Board (F.O.B.) charges to Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York. Material shall be delivered in a minimum of 2 shipments.

NOTE: A straight delivery truck or short trailer is necessary, and an electric pallet jack is required for delivery. Pallets are to be placed inside of the building. Delivery requires 1 days' notice from the carrier.

Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on January 26, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. January 26, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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.

RESOLUTION NO. 58.24

CALL FOR BIDS FOR CHLORINE GAS

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 call for bids for Chlorine Gas.

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 January 26, 2024, at 10:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

CHLORINE GAS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:15 A.M., JANUARY 26, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

DRAFT

The Town Board reserves the right to 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: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	January 2nd, 2024
TO:	Town Board
FROM:	Justin Peterson, Sr. Water Plant Operator
TITLE OF REQUEST:	Call for Bids- Chlorine Gas
TOWN BOARD MEETING:	January 10th, 2024
Background Information:	Rice Rd. Water Plant utilizes chlorine gas for disinfection.
Evaluation/Analysis:	Annual price request per cylinder from chlorine gas suppliers for 2024
Recommendation(s):	Town Board call for bids to provide Chlorine Gas to Water District #5 Treatment Plant for 2024
Attachment/Document(s):	None
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids

CHLORINE GAS

Bid Opening:

Friday, January 26, 2024

@ 10:15 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

CHLORINE GAS

Unit price per 150-pound cylinder delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

Price per 150 lb. Cylinder: *$*_____

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

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

Chlorine Gas

Detailed Specifications

LIQUID CHLORINE

The approximate quantity required will be 10,000 pounds per year, supplied in 150-pound cylinders.

The successful bidder will not charge deposit fees on cylinders unless those cylinders are held at the plant sites in excess of six (6) months.

All material supplied under this bid shall be in conformance with ANSI/AWWA Standard 301-87 or subsequent revision.

DELIVERY

Delivery shall be to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, within two (2) weeks of placement of the order as ordered by the Senior Water Plant Operator or his designee.

PERIOD OF CONTRACT

The prices shall remain in effect up to and including December 31, 2024.

BID REQUIREMENTS

The Town of Rotterdam has the right to accept or reject any or all bids.

Each bid must contain a Non-Collusion Bidding Certificate as per Section 103-d of the General Municipal Law.

NOTE: Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:15 a.m. on January 26, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:15 a.m. January 26, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

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.

RESOLUTION NO. 59.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR MOLD INVESTIGATION AND ASBESTOS ASSESSMENT FOR THE SENIOR CENTER BUILDING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to perform a mold investigation and asbestos assessment for the Senior Center Building located at 2639 Hamburg Street, in the amount not to exceed six thousand eight hundred and 00/100 ($6,800.00) dollars.

SECTION 2. This resolution shall become effective on January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 3, 2024

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to perform mold investigation and asbestos assessment for the Senior Center Building on Hamburg Street.

TOWN BOARD MEETING: January 10, 2024

Background Information: DPW would like to have an assessment completed to determine if there is any mold and/or asbestos in the building.

Evaluation/Analysis: Two proposals were received, and B&L provided the least cost for the services requested.

Recommendation(s): I recommend that the Town select B&L to perform the services as stated in their proposal. The estimated cost to perform the work is $6.800.00.

Attachment/Document(s): Proposals noted above are provided.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

December 28, 2023

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Fees and Services Supplement - Limited Mold Investigation, Asbestos Assessment, and Sampling Services for the Rotterdam Senior Center

File: 904.054.001

Dear Mollie:

In accordance with correspondence on December 21, we are providing this fee and services amendment for the above mentioned project.

Scope of Services

Industrial Hygiene Consulting Services

B&L will provide an industrial hygienist to perform a follow-up visual assessment for mold and collect post-renovation mold samples at the Rotterdam Senior Center. This includes attendance of contractor meetings and providing technical assistance with issues relating to mold, industrial hygiene and best work practices.

Airborne Sampling & Visual Assessment for Mold

We will collect air samples for viable mold in three locations within the Rotterdam Senior Center. Three (3) samples will be collected within the rooms affected by water inflation damage and one (1) sample outdoor sample for comparison. The sampling will determine total colony forming units and will be measured against representative outdoor air. The method involves the use of a high volume air pump and a BioStage sampler to impact airborne contaminants onto appropriate agar plates. The plates are then incubated for several days. Analysis for the airborne mold samples includes identification and enumeration. Microbial analysis will be performed by an appropriately accredited laboratory subcontracted by B&L. Results of mold sampling will be available typically in 10-14 business days from the laboratory. We will provide follow-up results of sampling to the Town's designated representative within 24 hours of receipt.

The affected building spaces will be inspected to verify or discount the presence of visible mold growth. The visual inspection will include accessible interior walls, floor finishes, concrete slab, HVAC system, and above ceiling areas. The survey will be visual and non-destructive to the extent possible. We will provide the results of our visual review with the preliminary HVAC performance measurements.

IAQ Sampling

Standard HVAC performance parameters will be measured in the affected rooms, which include temperature, relative humidity, carbon dioxide, and carbon monoxide.

Carbon dioxide, Carbon monoxide, humidity, and temperature measurements will be made with a direct reading instrument throughout the affected spaces. Carbon dioxide within indoor environments is typically a result of human respiration and an elevated concentration in the space can be an indicator of ventilation problems, such as inadequate introduction, distribution, or mixing of outdoor dilution air with recirculated air. Carbon monoxide is a

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com

The experience to listen
The power to solve

product of internal combustion, such as incomplete combustion or internal combustion engines and is dangerous at elevated levels. Temperature and humidity are factors that can cause discomfort during normal work activities.

Spot readings of the above parameters will be measured in the various locations throughout the affected spaces. Sampling results will be recorded on field datasheets for review. Readings from adjacent spaces will also be collected for comparison.

Asbestos Investigation and Sampling

B&L will perform an asbestos inspection of the building materials impacted by water infiltration. The asbestos inspection will be done by a NYSDOL accredited Building Inspector. We anticipate completing asbestos assessment and the mold investigation in the same effort. We will need complete access to the affected areas, including the roof. Our services will include the following.

- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos prior to demolition.
- Review all accessible building spaces in coordination with the owner for known and previously undetermined materials. Previous available reports and records will be reviewed to identify existing materials.
- Sampling as necessary to clarify extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.

Schedule

We can begin this work following the authorization of this agreement.

Report

B&L will prepare a report summarizing the results of the findings. The report will compare the results of our survey with recommended guidelines for indoor air quality, as published by the American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE), applicable regulations (OSHA, EPA), and other appropriate sources. The report will also include recommendations for corrective action, if necessary. Additionally, a summary of sampling results and the impact of ACM on the affected structures will be included in this report.

Fee

Our fee for the completion of the scope of services will be a lump sum of $6,800 and is inclusive of the services defined herein. The fee includes all labor, equipment, supplies, media, IAQ monitor rentals, calibration, mold laboratory analysis, and out-of-pocket expenses. This fee also includes Laboratory rates contemplate standard turnaround times. 12-hours of Industrial Hygiene consulting effort is included in this lump sum fee. Effort above and beyond this amount will be tracked and invoiced at $170 per hour. Asbestos sample analysis is additionally reimbursable at the rates listed below.

Assumptions

1. Any field investigations will be performed in coordination with the owner's representatives. Full access to all building spaces will be required at the time of the scheduled surveys.
2. Invasive investigations will be required to attempt to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Loose fill vermiculite in the structures, if encountered, will be assumed asbestos containing and abated as required prior to demolition. Analysis of any surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any plaster or surfacing material contains vermiculite as identified by the laboratory. If the plaster or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYS. The specific sampling protocol and laboratory analysis to determine asbestos content for surfacing materials containing vermiculite is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant, $350 per sample. However, the cost to address the SFP as PACM could be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method. An additional collection fee of $940 per sampling event will be required as well as the analytical fee.
4. Asbestos sample analyses for the investigation shall be reimbursable at $13 for standard PLM analysis, $22 for PLM-Gravimetric reduction and $35 for TEM follow-up. Analysis of materials determined to contain vermiculite is $350 per sample. Surfacing and fireproofing materials may require up to 9 samples, depending on quantity, to be proven negative for asbestos. **We will adjust our final fee based on the actual number of each type of analyses. We will only invoice for the actual number of analyses.**
5. Existing building information, surveys, and drawings will be made available for B&L, either as copies, electronic files, or reports which can be scanned by B&L for our use and records.
6. Roofing sampling is not anticipated at this time.
7. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

If you have any questions or need additional information, please feel free to call. If this agreement is satisfactory to you, please execute and return.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

_____ _____

Mollie Collins
Town Supervisor
Town of Rotterdam

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

GREENBRIAR
CONSTRUCTION SERVICES LLC

September 26th, 2023

Mr. James Keith
Town of Rotterdam
Project: **Rotterdam Senior Center**
Basement Corridor
2nd Floor Corridor
Mold Remediation

Mr. Keith,

Greenbriar Construction Services, LLC is pleased to provide the following lump sum proposal for the remediation services required for the above-referenced project. The following Scope of Work was developed during our site visit and in accordance with the specifications provided by the owner.

This proposal is intended to be utilized by the owner for evaluating feasibility and costs associated with the downsizing, sale, or redevelopment of the site and as an offer to perform the work.

Scope of Work:

- Notification and posting of Mold Remediation Project per NYSDOL requirements.
- Mobilization of labor, equipment, materials, and supervision to and from site.
- Remediation of mold-contaminated surfaces as specified in site visit. Affected areas @ the corridors are less than 10 SF. Includes 2 tented enclosures. Excludes any replacement of building materials.
- Areas of treatment will be mutually agreed upon by the owner and contractor before work is initiated.
- Removal under negative pressure system. Legal disposal of all contaminated material as construction and demolition debris to a certified facility permitted to accept such material.
- Installation of EPA-registered Fiberlock IAQ Peroxide Cleaner, FIberlock Mold Stain Eraser, Fiberlock Shockwave disinfectant and Fiberlock IAQ 6000 Encapsulant. Remedial activities do not guarantee all visual staining will be removed from surfaces or substrates scheduled to remain or that regrowth will not occur. At the Mechanical Room encapsulant will not be applied to areas where utilities are present. Excludes any encapsulant at foundation walls.
- Includes preparation of Contractor Remediation Work Plan per report requirements

Exclusions:

- Hazardous or regulated material abatement or remediation other than the above-mentioned work including but not limited to asbestos, mold, lead, PCB, refrigerants, mercury, UST, paints, solvents, etc.
- Installation of any gutters, insulation, or vapor barriers.
- Removal of contents.
- Any painting or patchwork.
- Any vent installations.
- Disconnection, relocation, isolation, or termination of utility services.
- Temporary Power and water.
- NYS Sales Tax.
- Third-party monitoring, consulting, testing, engineering, or analytical services.
- Any other work besides what is previously specified in the above scope of work.

Lump Sum Pricing:

$8,968.00

Terms & Conditions:

- Owner to provide Tax Exempt or Capital Improvement Certification otherwise applicable sales tax may apply.
- Net 30 days; no percentage of payment shall be retained for any period of time. Any balances over 30 days will be charged interest at a rate of 2.5% per month.
- The quote is based on current fuel, material, etc. cost at the time of estimate. Any increases after
- 30 days will apply on a cost-plus basis. Quote valid for 30 days from proposal date.

Please feel free to call or email with any questions or concerns regarding this proposal.

Sincerely,

Scott Loudis

Greenbriar Construction Services, LLC
P.O. Box 330
Wynantskill, N.Y. 12198
(518) 621-6512

ACCEPTANCE OF PROPOSAL CONDITIONS – NOTICE TO PROCEED:

Name: _____

Representing: _____

Signature: _____

Date: _____

Acknowledgement of Payment Terms & Conditions: _____ (Initial)

****** THANK YOU FOR YOUR BUSINESS ******

RESOLUTION NO. 60.23

TO ACCEPT THE SOLAR FACILITY DECOMMISSIONING BOND, IN ACCORDANCE WITH THE CODE OF THE TOWN OF ROTTERDAM, SECTION 270-153, OF ROTTERDAM RENEWABLES, LLC.

WHEREAS, on September 6, 2022 the Planning Commission approved a Special Use Permit for the location of a multiple principal uses (Residential &Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately +/- 22.7 acres of land on a +/- 133.27-acre parcel.

WHEREAS, the property is located at 1827 Putnam Road, Rotterdam, NY 12306; and

WHEREAS, as required by the Planning Commission, the solar developers are required to post a decommissioning bond with the Town prior to issuance of Building Permits; and

WHEREAS, the draft Decommissioning Bond has been reviewed by the Town Designated Engineer and Attorney for 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 accepts a Solar Facility Decommissioning Bond from Philadelphia Indemnity Insurance Company, Located at One Bala Plaza East, Suite 100, Bala Cynwyd, PA 19004-1403, in the amount of two hundred seventy-six thousand eight hundred nine and 00/100 ($276,809.00) dollars. Provided however, the bond amount shall increase by 2% each year by Rider issued at the renewal date.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2023

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:	January 3, 2024
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Acceptance of a Decommissioning Bond from Rotterdam Renewables for a 5.0Mw Solar Facility to be located at 1827 Putnam Road.
TOWN BOARD MEETING:	January 10, 2024
Background Information:	Rotterdam Renewables LLC is constructing a 5.0-Megawatt Photovoltaic Solar Farm at 1827 Putnam Road.
Evaluation/Analysis:	On September 6, 2022 the Planning Commission approved a Special Use Permit for the location of a multiple principal uses (Residence & Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately ±22.7 acres of land on a ±133.27-acre parcel. The property is located at 1827 Putnam Road, Rotterdam, NY 12306. As required by the Planning Commission, the solar developers are required to post a decommissioning bond with the Town prior to the issuance of Building Permits. The Draft Decommissioning Bond has been reviewed by the Town Designated Engineer and Attorney for the Town.
Recommendation(s):	Town Board to Accept the Solar Facility Decommissioning Bond in the amount of $276,809.
Attachment/Document(s):	Draft Decommissioning Bond PC Resolution #40-2022
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	Chapter 270-153 Solar Farms
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town

Bond No. _____

Philadelphia Indemnity Insurance Company
Solar Facility Decommissioning Bond

KNOW ALL MEN BY THESE PRESENTS: That **Rotterdam Renewables, LLC** (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company (hereinafter called the Surety), a corporation duly organized under the laws of the Commonwealth of Pennsylvania, are held and firmly bound unto **Town of Rotterdam, NY** (hereinafter called the Obligee), in the full and just sum of Two Hundred Seventy-Six Thousand Eight Hundred Dollars **($276,809),** the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has issued the Principal a special use permit related to a **5.0 MWac Megawatt Photovoltaic Solar Farm** and as a requirement of such permit the Principal is obligated to remove the Solar Facility equipment from property located at **1827 Putnam Road in the Town of Rotterdam (Tax ID: 47.-2-19.1)** upon discontinuance of service.

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said permit during the time period this bond remains in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said permit as stipulated above, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise cancelled as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. Upon receipt of notice of Principal's default, Surety shall within 60 days notify Obligee of its decision to either issue the bond amount to the Obligee or complete the decommissioning requirements.

3. This bond may be terminated or canceled by surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of such termination.

4. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligee recoverable under this bond.

5. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served one year after termination or cancellation of this bond.

DRAFT

Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond. Provided, however, the bond amount shall increase by 2% each year by Rider issued at the renewal date.

7. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.

8. It is expressly understood and agreed that this bond does not cover or guarantee rent or lease payments of any kind.

9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

Philadelphia Indemnity Insurance Company
Attn: Surety Department
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this_____day of_____, 20_____.

Principal	**Surety**
Rotterdam Renewables, LLC	**Philadelphia Indemnity Insurance Company**
By:_____	**By:**_____
Name & Title: Chris Clark, CDO	**Attorney-in-fact**

DRAFT

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

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

Resolution Number Planning Commission 40-2022
Moved by Mr. Collins seconded by Mr. Calder
Applicant: Rotterdam renewables, LLC (Lessee)/Dan Brudos (Owner)

Applicant: Rotterdam Renewables, LLC (Lessee)/Dan Brudos (Owner)

Project Location: 1827 Putnam Road
Rotterdam, New York

Tax Number or Numbers: 47-2-19.1

Proposed Project: Special Use Permit for the location of a multiple principal uses (Residence & Agricultural Operation) and a 5.00 Megawatts (AC) solar energy array on approximately ±22.7 acres of land on a ±133.27-acre parcel.

WHEREAS, public meetings were conducted by the Town of Rotterdam Planning Commission on June 15, 2021, November 4, 2021, and a public hearing on September 6, 2022 to consider the above referenced Special Use Permits; and,

WHEREAS, this matter was discussed and approved, as meeting the standards for a Special Use Permit as set forth in Chapter 270 of the Code of the Town of Rotterdam entitled ZONING; and,

WHEREAS, the Town of Rotterdam Planning Commission after careful consideration of the application, testimony of the applicant and/or representative and members of the public in attendance at the hearing, and all other materials of record HEREBY APPROVES THE SPECIAL USE PERMIT; NOW,

IT IS HEREBY RESOLVED THAT this Special Use Permit is approved with the following conditions as stipulated by the Planning Commission:

1. Final Fees Due:

Final Site Plan	$150.00
Advertising (July 19th PH)	39.96
Advertising (September 6th PH)	39.41
Total	$229.37

2. Add note to site plan Sheet T-101: "Prior to the issuance of site development permits, the limits of disturbance/clearing as depicted on the final site plan shall be surveyed and flagged in the field and evidence presented to the Department of Public Works Stormwater Officer that the work has been completed."

3. Add note to site plan Sheet C-101 last revised on September 6, 2022: "Prior to the issuance of Building Permits for construction, the applicant shall complete the buffer and screening mitigation as approved by the Planning Commission along the southern property of the lands of N/F Dunn."
4. Add note to site plan Sheet C-101 and Sheet C-503: "Periodic pruning of supplemental White Spruce and Eastern White Pine to prevent array shading shall not be reduced in height below 15 feet. Dead and/or dying supplemental trees shall be replaced in kind and in perpetuity."
5. Prior to Chairman's signature on the Final Site Plan, the applicant must receive full and final approvals by the Town Designated Engineer on all current and potential forthcoming technical comments on the project documents.
6. Prior to Chairman's signature on the Final Site Plan, the applicant must receive full and final approvals by the TDE and Town Stormwater Manager of the Stormwater Operation and Maintenance Manual and Stormwater Pollution Prevention Plan as prepared by Crawford and Associates.
7. Prior to the issuance of Building Permits for construction, funds in the amount of $276,809.00 shall be provided to the Town of Rotterdam for financial surety to implement the decommissioning plan. Type of surety shall be approved as to form by the Attorney for the Town and accepted by the Town Board.
8. Prior to the issuance of site development permits, the applicant shall file a Notice of Intent with the NYSDEC in order to gain coverage under the SPDES General Permit for stormwater discharges from construction activities for the project. Proof of permit coverage must be submitted to the Town prior to site work. Weekly SWPPP inspection reports will need to be sent to the Town Stormwater Manager. A schedule for when land disturbing activite4s will commence is required and notification to the Town Stormwater Manager when land disturbance begins. A deed covenant for the property is required for post-construction maintenance of the stormwater management facilities in accordance with the approved Operation and Maintenance guide. These documents need to be established and submitted to the Town prior to a Certificate of Occupancy (CO) being issued.
9. Prior to the issuance of site development permits, the applicant must receive Highway Work Permits from Schenectady County for work onto Putnam Road. Copies of all correspondence with Schenectady County shall be provided to the Town.
10. If the site access for the solar project is intended to be a shared driveway with the existing property owner, provide documentation concerning the maintenance of roadway prior to Chairman's signature. Any maintenance agreement for the shared driveway must be submitted to the Attorney for the Town, approved as to form, and filed with Schenectady County prior to the issuance of a site development permits.
11. Project identification signage needs to be installed at the Putnam Road entrance to the facility and shall contain reflective material so that it can be easily read during the evening hours.
12. The applicant shall provide the Town of Rotterdam DPW paper and electronic AutoCAD file copies of the utility "As-Built Record Drawings" upon completion and testing of the utilities.
13. Prior to the issuance of Site Development and/or Building Permit(s) by the Town of Rotterdam, the applicant shall attend a pre-construction meeting with the Building Inspector and DPW staff to confirm the completion of the above stated conditions.

Peter J. Comenzo
Senior Planner

Thomas P. Yuille
Planning Commission Chairman

RESOLUTION NO. 61.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR A TOWN COURT AND POLICE FACILITY HAZARDOUS MATERIALS SURVEY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205, for professional engineering services related to conducting a Hazardous Materials Survey of the Town Court and Police Facility, in the amount not to exceed twenty-two thousand five hundred and 00/100 ($22,500.00) dollars.

SECTION 2. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: January 5, 2024

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide hazardous waste materials survey for the town court and police facility.

TOWN BOARD MEETING: January 10,2024

Background Information: The Town's DPW has requested that a hazardous waste materials survey be conducted for the building to determine if there are any hazardous materials that may need to be removed if the building is renovated or demolished in the future.

Evaluation/Analysis: The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost to provide environmental services for the lump sum amount of $22,500.00.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

January 5, 2024

Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town of Rotterdam
Town Court and Police Facility Hazardous Materials Survey
File: 708.6684

Dear Ms. Collins:

In accordance with our understanding of the scope of work, Barton & Loguidice, D.P.C. (B&L) is providing this fee and services proposal for investigation and sampling of suspect hazardous materials within the Rotterdam Town Court and Police Facility. The proposed survey will include investigation and sampling for Asbestos, Lead-Based Paint (LBP) and Polychlorinated Biphenyls (PCBs).

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Asbestos Investigation and Sampling: We will schedule and coordinate access for the completion of inspections for asbestos by a NYSDOL accredited Building Inspector. We anticipate providing a single survey team for completion of the asbestos investigations and sampling. We will need complete access to the interior and exterior of the building, including the roof. Our services will include the following.

- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos.
- Review all accessible building spaces in coordination with the owner for known and previously undetermined materials. Previous available reports and records will be reviewed to identify existing materials.
- Sample locations and asbestos containing materials will be recorded on single line CAD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
- Sampling as necessary to clarify extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.

- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Owner if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF-V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method.
- We will provide a report summarizing the sampling results and the impact of ACM in the affected structures. The data collected during the survey will be compiled in tabular form for reporting. Our report will include a summary of our review, materials sampled, sample location information, and condition of each material sampled.
- Upon discovery of an incidental disturbance of asbestos (as defined by ICR 56), the accredited inspector shall immediately notify the Town, identify affected area(s) and provide recommendations for protecting the owner and occupants. B&L can provide a fee and services proposal for an asbestos incidental disturbance assessment, which will identify the limits of the disturbance and provide the necessary information required for abatement.

Task 2 – Lead- Based Paint Characterization: These services will include a characterization and sampling of painted surfaces to document lead content. Our approach will include the following:

- Certified lead inspectors will perform a brief review of existing building components for suspect LBP and varnish. For the purposes of renovations, it is only necessary to remove and collect LBP that is not sufficiently adhered to its substrate.
- LBP sampling will be conducted by the collection of bulk samples. A bulk paint sampling survey will include components such as ceilings, door components, window components, mechanical equipment, cabinets, structural members, and exterior finishes. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm^2). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.
- Upon discovery of loose or flaking LBP within occupied areas of the building, the accredited inspector shall immediately notify the Town, identify affected area(s) and provide

recommendations to protect the owner and occupants. B&L can provide a fee and services proposal for Lead Risk Assessment Services which will identify the presence, type, severity and location of lead-based paint hazards (including lead hazards in paint, dust and soil) and provide suggested ways to control them.

Task 3 – PCB Containing Caulk: There is a potential for PCBs (polychlorinated biphenyls) to be present in building materials, specifically caulking. We will sample representative exterior caulking for laboratory analysis in accordance with EPA Method 8082 for PCBs. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulk is identified. All sample locations and results will be documented.

Fee Summary

Barton & Loguidice, D.P.C., proposes to provide the above-described Scope of Services for a lump sum fee of Twenty-Two Thousand Five Hundred Dollars ($22,500). The following lump sum fee summary includes all labor, expenses, materials, equipment, travel, administration, reproduction, communication, overnight packaging and out-of-pocket expenses to complete the work.

Service		Fee	Fee Type
Hazardous Building Material Assessment		$15,000	Lump Sum
Estimated Laboratory Analysis (per table below)		$ 7,500	Reimbursable
	Total	$22,500	

Sample Analysis (Reimbursable)	Estimated Quantity	Rate/ Analysis	Estimated Total Cost
Polarized Light Microscopy (PLM – friable samples)	60	$12	$720
PLM – Gravimetric Reduction (NOB sample)	80	$22	$1,760
TEM – Follow-Up for NOB	80	$37	$2,960
Lead-Based Paint Analysis	25	$28	$700
PCB in Caulk	16	$85	$1,360
Vermiculite analysis NYSDOH Method 198.8	-	$350	-
Estimated Lab Total (Reimbursable):			**$7,500**

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement. Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

Assumptions

1. Any field investigations will be performed in coordination with the owner's representatives. Full access to all building spaces will be required at the time of the scheduled surveys.
2. Invasive investigations will be required to attempt to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.
3. Additional sampling and analysis shall be reimbursed at the unit rates listed above. **We will adjust our final fee based on the actual number of each type of analyses. We will only invoice for the actual number of analyses.**
4. Existing building information, surveys, and drawings will be made available for B&L, either as copies, electronic files, or reports which can be scanned by B&L for our use and records.
5. Roof sampling will be performed. At sample locations, generic repairs will be made utilizing suitable non-ACM materials. B&L cannot be held responsible for any subsequent leakage, the Owner is encouraged to hire a commercial roofing contractor to preform patching if possible.
6. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work or revisions beyond that stated, or any other service not described herein shall be provided following negotiation/acceptance of additional fees.

If you have any questions, or wish to discuss any item within this proposal, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Principal

SLR/JER/DHF

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

_____ _____

Ms. Mollie Collins, Town Supervisor Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 62.24

CALL FOR BIDS FOR ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On-Call Fencing Construction and Repair Services.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 2, 2024, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON-CALL FENCING CONSTRUCTION AND REPAIR SERVICES

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO 10:00 A.M., FEBRUARY 2, 2024

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

DRAFT

The Town Board reserves the right to 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: January 10, 2024
BidNet: Please publish on January 12, 2024
Daily Gazette: Please publish on January 12, 2024
Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: December 12, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call fencing construction and repair services.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors to replace or repair as needed fencing on town properties. The intent is to have a list of no more than three contractors. The selection of contractors will be based upon "Best Value" methodology that includes qualifications, experience, references, hourly rates, overhead and profit percentages.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for on-call fencing construction and repair services. Depending upon the bids received, the Town has the option to reject all bids if the cost does not appear to be reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

On-Call Fencing Construction and Repair Services

Bid Opening:

February 2, 2024

@ 10:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Fencing Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:00 AM local time on Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

On-Call Fencing Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of fencing that are damaged as determined by the Town, on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2024 construction season.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Fencing Construction and Repair Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing fencing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of fencing installation experience:

a. Fencing Supervisor _____

b. Fencing Laborer _____

c. Fencing Equipment Operator_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Fencing Labor Rate (8 hours) Hourly Rate _____
2. Fencing Labor Rate (weekends & holidays) Hourly Rate _____
3. Fencing Supervisor Rate (8 hours) Hourly Rate _____
4. Fencing Supervisor Rate (weekends & holidays) Hourly Rate _____
5. Fencing Equipment Operator (8 hours) Hourly Rate _____
6. Fencing Equipment Operator (weekends & holidays) Hourly Rate _____

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new fencing or replace deteriorated fencing for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage _____

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the fence installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each fencing repair or replacement project:

SUBMITTED on _____ 2024.

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

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

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:00 a.m. on February 2, 2024,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. February 2, 2024** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2024 construction season.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

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

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

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

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

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

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

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

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

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2024. If the project extends beyond the year 2024, prices shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.

(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.

(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

(e) All names must be printed or typed below the signature.

(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N

(15) Confined Spaces per 29 CFR 1910, Subpart J

(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 50 points for On-Call Fencing Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing a superior level of fence construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call fencing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points - Fencing Supervisor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Fencing Supervisor rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Fencing Supervisor rate for Saturdays, Sundays and Holidays
- 10 points - Fencing Labor rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Fencing Labor rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Fencing Labor rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.

(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace fencing that has been damaged on an on-call basis as requested by the Town. The extent of fence construction work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Construction Services Procedure and Response – Upon notification of a pending fencing project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call fencing project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

Only qualified fencing installation contractors shall be considered.

SECTION 25: SPECIFICATIONS

The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal, repair or replacement of existing fencing that is damaged. New fencing material shall comply with NYSDOT Item 607.0511. The new fence material shall be black vinyl coated and 4 feet high. Details for the fence are as per NYSDOT Standard Sheet 607-04; For further specifications information, refer to the latest edition of the NYSDOT Standard Specifications Sections 607 (fences) and 501 (concrete for fence posts) which is available online at:

- https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us.

The Town may elect to substitute the above specifications to match with the existing fence for repair type projects. If that is the case, the contractor shall advise the Town of any material cost changes and come to an agreement on the price for the fencing.