

RESOLUTION NO. 212.22
TO AUTHORIZE AN AGREEMENT WITH COLLIERS ENGINEERING

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 Colliers Engineering, 18 Computer Drive E, Suite 203, Albany, NY 12205, on an hourly basis for technical assistance in updating the Town's solar energy project regulations, in an amount not to exceed \$9,800.00.

SECTION 2. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 13, 2022

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Senior Planner

TITLE OF REQUEST: Authorize the Supervisor to sign contract agreement with Colliers Engineering.

TOWN BOARD MEETING: July 13, 2022

Background Information: In February 2017, the Town of Rotterdam adopted updates to the Zoning Code to address small scale and large-scale solar energy projects.

Evaluation/Analysis: Since 2017, the Town has seen a large increase in proposed projects within the Town of Rotterdam. Staff is recommending that the Town look at ways to refine the existing regulations to add and/or modify existing performance standards.

Recommendation(s): Town Board Resolution needs to be prepared to authorize Supervisor to sign contract agreement from Colliers Engineers dated March 17, 2022.

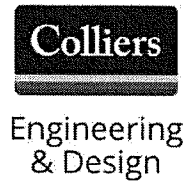
Attachment/Document(s): Contract agreement Colliers Engineering for 2022.

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

18 Computer Drive E
Suite 203
Albany New York 12205
Main: 877 627 3772



VIA Email - pcomenzo@rotterdamny.org
March 17, 2022

Peter Comenzo - Senior Planner
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Proposal for Professional Services
Town Designated Engineer
Town Solar Code Review
Town of Rotterdam, Schenectady County, New York
Colliers Engineering & Design Proposal No.: 21002349P

Dear Mr. Comenzo,

Colliers Engineering & Design CT, PC (DBA Maser Consulting Engineering & Land Surveying) (CED herein) is pleased to submit this proposal to provide professional services in the effort of reviewing the Town Code §270-153 Solar Farms, and related code sections for potential changes the Town may pursue. CED has extensive knowledge of large scale solar and battery development throughout the state and would be able to assist the Town in making updates to their code.

Our primary focus in providing these services will be to ensure the citizens of the Town of Rotterdam have a safe and sound code for solar and battery developments. While also meeting any of their desired goals/protections for these types of projects.

This proposal is divided into four sections as follows:

- Section I – Scope of Services**
- Section II – Business Terms and Conditions**
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses**
- Section IV – Client Contract Authorization**

Section I – Scope of Services

Colliers Engineering & Design will provide technical review and comment on Town Code §270-153 Solar Farms. The code will be compared to similar codes used throughout New York State, and suggested guidelines from NYSERDA's "*Model Solar Energy Local Law*". Our review will focus on technical aspects of large-scale solar and battery code. We will work closely with Town Legal Counsel regarding all items that must be reviewed from a legal perspective.

We envision our services to include:

Maser Consulting is now Colliers Engineering & Design

1. Technical review of Town Code associated model codes/local laws, similar local laws implemented by nearby municipalities, and other resources available online through various New York State agencies.
2. Letters of Recommendations to the Town Board for suggested changes to Town Code §270-153.
3. Attending in-person meetings and workshops.
4. Correspondence with various Town Departments and Town's Legal Counsel.
5. Site visits to completed and/or under construction solar development with members of various Town Departments.

Deliverables:

1. Letters of Recommendations to the Town Board.
2. Other technical guidance as deemed necessary during the course of these services.

Schedule of Fees

The work described will be performed on an hourly basis for the staff required for review of specific components. For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Technical Review & Letters of Recommendations	\$7,000
Meetings & Site Visits	\$2,800

We estimate the total fee = \$9,800.00.

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;
- Five (5) 1-hour in-person meetings and one (1) half day site visit is assumed. If more meetings or site visits are required, they may be handled under supplemental agreement.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Section II – Business Terms and Conditions

Colliers Engineering and Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering and Design and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering and Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering and Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Colliers Engineering and Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering and Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Colliers Engineering and Design reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering and Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering and Design are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Colliers Engineering and Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Colliers Engineering and Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering and Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering and Design. Colliers Engineering and Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering and Design will withdraw all pending applications for the project.

5.0 RETAINER:

Colliers Engineering and Design reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Colliers Engineering and Design personnel and equipment necessary to complete our services. While Colliers Engineering and Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering and Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering and Design for proper performance of its services. Colliers Engineering and Design shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Colliers Engineering and Design assumes no responsibility or liability for their accuracy or completeness.

Colliers Engineering and Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering and Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering and Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Colliers Engineering and Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering and Design or its employees or subcontractors on a site shall imply that Colliers Engineering and Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering and Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Colliers Engineering and Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Colliers Engineering and Design harmless and defend and indemnify Colliers Engineering and Design for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers Engineering and Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering and Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Colliers Engineering and Design harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Colliers Engineering and Design shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering and Design may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Colliers Engineering and Design in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering and Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering and Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Colliers Engineering and Design its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Colliers Engineering and Design agrees to assign its rights and/or

claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering and Design to the Client.

10.0 AGREED REMEDY:

Colliers Engineering and Design shall be liable to the Client only for direct damages to the extent caused by Colliers Engineering and Design's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL COLLIERS ENGINEERING AND DESIGN BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Colliers Engineering and Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Colliers Engineering and Design and Colliers Engineering and Design's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Colliers Engineering and Design's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Colliers Engineering and Design under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Colliers Engineering and Design's services in connection with the project shall not subject Colliers Engineering and Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Colliers Engineering and Design, a New Jersey corporation, and not against any of Colliers Engineering and Design's employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Colliers Engineering and Design harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Colliers Engineering and Design.

12.0 INDEMNIFICATION:

Colliers Engineering and Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Colliers Engineering and Design and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Colliers Engineering and Design) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Colliers Engineering and Design or any claims against Colliers Engineering and Design arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Colliers Engineering and Design is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Colliers Engineering and Design from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Colliers Engineering and Design which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Colliers Engineering and Design. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Colliers Engineering and Design of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering and Design. Colliers Engineering and Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Colliers Engineering and Design, increase Colliers Engineering and Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering and Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering and Design. Colliers Engineering and Design's services hereunder are being performed solely for the benefit of the Client, and no

other entity shall have any claim against Colliers Engineering and Design because of this Agreement of Colliers Engineering and Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering and Design are and remain the property of Colliers Engineering and Design as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Colliers Engineering and Design's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Colliers Engineering and Design, or for future modifications to this project, without Colliers Engineering and Design's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering and Design will be at the Client's sole risk and without liability to Colliers Engineering and Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Colliers Engineering and Design from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering and Design shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering and Design makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering and Design and Colliers Engineering and Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering and Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering and Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering and Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering and Design, could not have been reasonably foreseen and provided for, such delay will entitle Colliers Engineering and Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering and Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering and Design's reasonable control occur, the Client agrees that Colliers Engineering and Design shall not be responsible for damages, nor shall Colliers Engineering and Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering and Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering and Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Section III – Rate Schedule

Technical Staff Rates 2022

Billing Titles	Hourly Rates
Executive Principal	285.00
Senior Principal	215.00
Principal	210.00
Senior Technical Director	205.00
Senior Project Manager	195.00
Technical Director	185.00
Project Manager	175.00
Senior Project Specialist	165.00
Project Specialist	155.00
Technical Professional	150.00
Technical Specialist	140.00
Specialist	130.00
Senior Data Technician	115.00
Senior Technical Assistant	110.00
Technical Assistant	95.00
Field Technician	85.00
Data Technician	75.00
Survey Crew – 1 Man w/Robotic Equipment	125.00
Additional Survey Crew Member	50.00
SUE Crew (designating) – 1 Man	125.00
Additional (designating) Member	50.00
SUE Crew (locating) – 2 Man	180.00
Additional (locating) Member	45.00
Expert Witness	375.00

Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	95.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	95.00 / Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Initial Digital Signature	275.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.585 / Per Mile Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Schedule 6

Rates are effective through December 31, 2022

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. This proposal is valid until (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design CT, PC
(DBA Maser Consulting Engineering & Land Surveying)



Daniel Farnan PE
Sr. Associate/ Project Manager

DF/ca

cc: File

\\maserconsulting.com\alb\Projects\2021\21002349G\Proposals\005 - Solar Code\2022-05-13_daf_Rotterdam Solar Code Review.docx

RESOLUTION NO. 213.22

**TO AUTHORIZE CHANGE ORDER NO. 1 ON THE C CONTRACT AND THE E
CONTRACT FOR SEWER DISTRICT 7, EXTENSION 2**

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 Change Order No. 1 with WM. J Keller and Sons, of 1435 Route 9, Castleton NY, 12033, for Sewer District 7, Extension 2 construction, to increase their contract amount by \$126,022.00 for a new total contract amount of \$2,617,308.00.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute Change Order No. 1 with B&D Industries of 65 Washington Street, Rensselaer NY, 12144, for Sewer District 7, Extension 2 electrical work to increase their contract amount by \$12,421 for a new total contract amount of \$345,421.00.

SECTION 3. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 22, 2022

TO: Mollie Collins, Town Supervisor

FROM: Charles J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Authorize Change Order #1 for Sunoco, LLC Sewer Connection

TOWN BOARD MEETING: July 13, 2022

Background Information: Labella (engineer) prepared the design for the Sunoco, LLC Sewer Connection, and where WM. J. Keller and Sons is contracted for the general construction and B&D Industries is contracted for electrical services on this project No. 31892.01 to install a low-pressure pump station and low-pressure lateral that will connect Sunoco to the existing lateral stub installed during the Hamburg Street project.

Evaluation/Analysis: Change Order #1 needs to be authorized by the Town Board for an increase in the contract amount.

Recommendation(s): Authorize the Supervisor to sign Change Order #1 for both general construction(WM J Keller and Sons) and electrical services(B&D Industries).

Attachment/Document(s): Change Order #1 and proposals from both WM. J Keller and Sons, and B&D Industries, dated June 17, 2022.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office



June 17, 2022

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

*Re: Change Order No.1 Proposal – Sunoco, LLC Sewer Connection
Hamburg St. Sewer District #7 Carman Rd Extension #2
Town of Rotterdam, Schenectady County, New York
Project No.: 31892.01*

Dear Supervisor Collins and Town Board:

In lieu of compensation for the easement to be provided to the Town by Sunoco, LLC (Sunoco Gas Station), Sunoco, LLC has agreed to provide the easement to the Town in consideration of a sewer connection to the proposed sewer conveyance system at no cost to Sunoco (e.g. design and construction of the service connection by the Town). As outlined in LaBella's February 16, 2022 proposal for professional services, LaBella and Jade Stone (our electrical subconsultant) designed a low-pressure pump station and low-pressure lateral that will connect to the existing lateral stub installed during the Hamburg Street project. The design was completed and accepted by Sunoco, LLC, by executing the Town's sewer connection permit. The design was submitted to both contractors for their cost proposals (the proposed work includes general construction and electrical work).

Attached to this letter is both cost proposals. LaBella and Jade Stone have reviewed the proposals and take no exception to the proposals.

To proceed the Town will need to execute a change order with both contractors, WMJ Keller and Sons and B&D Industries, Inc. The following is a summary of the contract amounts incorporating the proposed Change Order 1 (please note there will be no change to the original contract times):

- Construction Contract (C Contract)
 - WM. J. Keller and Sons Original Contract - \$2,491,286.00
 - Change Order 1 - \$126,022.00
 - **New total – \$2,617,308.00**
- Electrical Contract (E Contract)
 - B&D Industries Original Contract - \$333,000.00
 - Change Order 1 - \$12,421.00
 - **New Total - \$345,421.00**

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Lanaro', with a long horizontal flourish extending to the right.

Joseph M. Lanaro, PE
Vice President, Civil Division, Municipal Discipline Leader

Cc:

C. Jack Dodson, Deputy Supervisor / Town Councilperson

Attachments:

B&D Industries Change Order 1 Cost Proposal
WMJ Keller Change Order 1 Cost Proposal
Draft Change Order 1 Form – C Contract
Draft Change Order 1 Form – E Contract
Plan Sheet C143

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

Town of Rotterdam
1100 Sunrise Blvd,
Rotterdam, NY 12306

June 16, 2022

Sunoco Force Main Grinder Pump Electrical

Thank you for the opportunity to provide an electrical price for this project.

Price: \$12,421.00 (Twelve Thousand Four Hundred Twenty-One Dollars)

Labor - \$3,301.60

Materials - \$1,883.54

Sub - \$5,850.00

15% OH & P B&D Scope - \$786.23

10% OH & P Sub Scope - \$599.63

Total - \$12,421.00

Inclusions:

1. Furnish and install (1) 208V/40A 2P breaker in existing panel MP
2. Furnish and install (1) 1" GRC Conduit with conductors from panel MP to 5 KVA buck boost transformer
3. Furnish and install (1) 5 KVA Buck-Boost N3R Transformer with a 208V 1P Primary and 120/240V 1P Secondary
4. Furnish and install (1) 1" GRC Conduit with conductors from transformer to Alarm Panel
5. Install (1) Alarm panel, panel provided by others
6. Furnish and install (2) 1" GRC conduits and manufacturer supplied 6-conductor cable underground from grinder pump to control panel
7. Terminations and testing of equipment
8. IBEW labor rates effective 6-1-22
9. Standard business hours Mon-Fri 7:00am-3:30pm
10. One (1) year warranty

Exclusions:

1. Payment & performance bond
2. All permits, plan review, and utility fees
3. General site conditions
4. Shift work and overtime work
5. Seismic bracing
6. BIM, CAD, or 3D modeling
7. Changes in the bid documents due to the power company final drawings
8. Rental of temp. generator

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NEW YORK

65 Washington Street
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Phone: (518) 400-7412

9. Demo of any existing electrical
10. All formed and poured concrete for transformer pads and housekeeping pads
11. Removal of spoils from site due to excavation
12. Saw cutting, coring, and patching of concrete, asphalt, etc.
13. Any X-ray or scanning required for layout of core drilling or saw cutting
14. Painting of any conduit, raceway, or equipment
15. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
16. Patching of any block, concrete, or asphalt
17. Architect design and engineering services
18. Asbestos and lead paint removal
19. Temporary power
20. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
21. Repair of existing code violations, or upgrades other than those mentioned here-in
22. Any electrical not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Dan Carlino

Estimator
dcarlino@banddindustries.com
518-728-8705

Cc:
Vince DiCarlo
Project Manager
vdicarlo@banddindustries.com
518-536-1301

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, B&D Industries, Inc. will use its best efforts to staff and supply this project to meet the scheduled completion date. However, B&D Industries, Inc. reserves its right to seek an excusable extension of time if B&D Industries, Inc. or its subcontractors and

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(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES**NEW MEXICO**

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Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

suppliers are unable to maintain a planned crew size due to an illness, an owner and/or owner representative enforces vaccinated workers onsite, or there are any supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Subcontract, we intend to seek additional costs associated with the suspension.

"We Move the Earth"



June 17th, 2022

Rev. 1

LaBella Associates
20 Elm Street, Suite 110
Glens Falls, NY 12801

Re: Carman Rd Sewer

Attn: Cody Sargen EIT
Project Engineer, Municipal Engineering

Dear Mr. Sargen,

Based on C143 dated 9/3/21 with revision date 1/4/2021 we offer the following pricing.

C143 Low Pressure Force main for Sunoco plan & details:

- Dig safe / utility locating
- Layout and coordination of work
- Removals (tree trimming, saw-cutting, asphalt, concrete
- Furnish and install SMH24
- Furnish and install 2" FM
- Furnish and install 4" SDR piping and cleanouts
- Bollards 2 ea
- Furnish and install E-One station WH472
 - o Electrician handles controls, wiring and conduit
- Cut and cap existing lines
- Flow fill existing unused structures
- Asphalt / concrete and lawn restoration

Labor: \$ 35,807.83 x 15% OH&P = \$ 41,179

Material: \$ 34,145.22 x 15% OH&P = \$ 39,267

Equipment: \$ 21,984.35 x 15% OH&P = \$ 25,282

Sub-contractor: \$ 18,449.10 x 10% OH&P = \$ 20,294

TOTAL: \$ 126,022.00

Clarifications:

1. We have tree trimming not tree removal, based on the path the plans do not show clearing
2. Our proposal is valid for 7 days based on volatility of materials
3. Assumed N/E is accurate for 6" tie-in, pipe is not labeled between SMH-24 and tie-in

Exclusions: fees, tax, permits, allowance, grounding, electrical work, buck boost, control work, removal or relocation of Sunoco electrical / HVAC equipment, off hour work, night work.

CHANGE ORDER NO.: 1

Owner: Town of Rotterdam
 Engineer: Labella Associates
 Contractor: W.M.J Keller and Sons
 Construction Corporation
 Project: Town of Rotterdam Sewer District
 #7 – Extension #2 – Carman Road
 Contract Name: C
 Date Issued: June 17, 2022

Owner's Project No.:
 Engineer's Project No.: 31892.01
 Contractor's Project No.:

Effective Date of Change Order: July 13, 2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Sunoco, LLC Sewer Connection

Attachments:

Plan Sheet C143 and Cost Proposal

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times-Milestone 1:
	Substantial Completion: 145
	Ready for final payment: 159
	Original Contract Times-Milestone 2:
	Substantial Completion: 290
	Ready for final payment: 304
\$ 2,491,286.00	
Change from previously approved Change Orders	Change from previously approved Change Orders
	Milestone 1
	Substantial Completion: 0
	Ready for final payment: 0
	Change from previously approved Change Orders
	Milestone 2
	Substantial Completion: 0
	Ready for final payment: 0
\$ 0.00	
Contract Price prior to this Change Order:	Contract Times prior to Change Order: Milestone 1
	Substantial Completion: 145
	Ready for final payment: 159
	Contract Times prior to Change Order: Milestone 2
	Substantial Completion: 290
	Ready for final payment: 304
\$ 2,491,286.00	
Increase this Change Order:	[Increase] [Decrease] this Change Order:
	Substantial Completion: 0
\$ 126,022.00	Ready for final payment: 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Milestone 1
	Substantial Completion: 145
	Ready for final payment: 159
	Contract Times with all approved Change Orders:
	Milestone 2
	Substantial Completion: 290
	Ready for final payment: 304
\$ 2,617,308.00	

EJCDC® C-941, Change Order.

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Recommended by Engineer (if required)
By: [Signature]
Title: Project Manager
Date: June 17, 2022

Authorized by Owner
By: _____
Title: _____
Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

CHANGE ORDER NO.: 1

Owner: Town of Rotterdam
 Engineer: Labella Associates
 Contractor: B&D industries
 Project: Town of Rotterdam Sewer
 District #7 – Extension #2 – Carman
 Road
 Contract Name: E

Owner's Project No.:
 Engineer's Project No.: 31892.01
 Contractor's Project No.:

Effective Date of Change Order: July 13, 2022

Date Issued: June 17, 2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Sunoco, LLC Sewer Connection

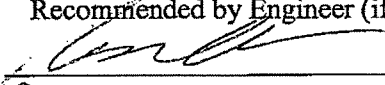
Attachments:

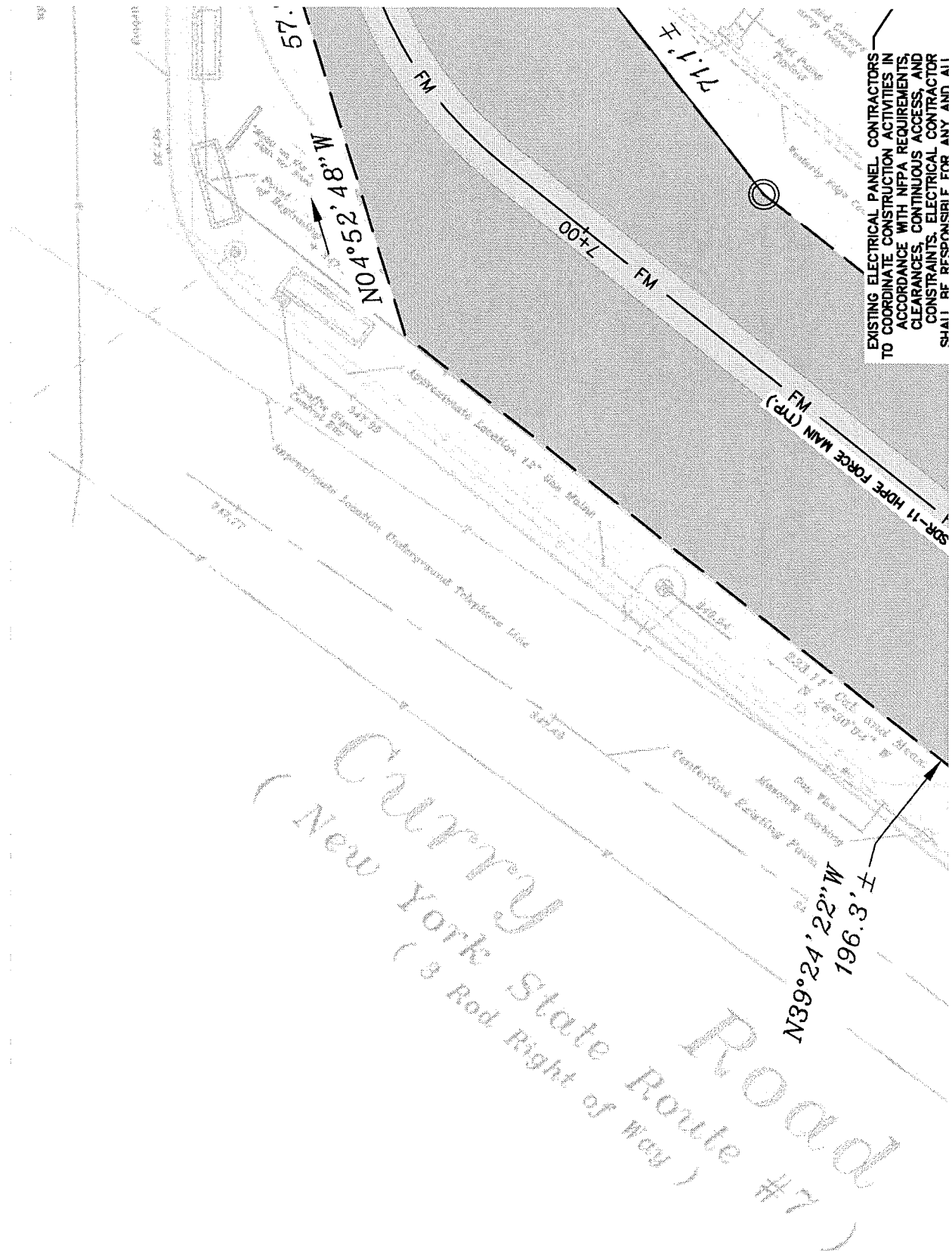
Plan Sheet C143 and Cost Proposal

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 333,000.00	Original Contract Times: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Original Contract Times: Milestone 2 Substantial Completion: 290 Ready for final payment: 304
Change from previously approved Change Orders: \$ 0.00	Change from previously approved Change Orders Milestone 1 Substantial Completion: 0 Ready for final payment: 0 Change from previously approved Change Orders Milestone 2 Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 333,000.00	Contract Times prior to Change Order: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Contract Times prior to Change Order: Milestone 2 Substantial Completion: 290 Ready for final payment: 304
Increase this Change Order: \$ 12,421.00	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 345,421.00	Contract Times with all approved Change Orders: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Contract Times with all approved Change Orders: Milestone 2 Substantial Completion: 290 Ready for final payment: 304

EJCDC® C-941, Change Order.

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Recommended by Engineer (if required)		Authorized by Owner
By:		
Title:	Project Manager	
Date:	June 17, 2022	
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		



RESOLUTION NO. 214.22

**TO ESTABLISH A 2022 OPERATING BUDGET FOR SPECIAL DRAINAGE
DISTRICT #1**

WHEREAS, Special Drainage District #1(SD1)was created in 1999 for the sole benefit of 31 residential properties located on Dianne Ct, Sandra Ct, and Day Rd; and

WHEREAS, in 2021 the Town did not effectively include SD1 as part of the 2022 Town Budget to raise tax revenues to pay for necessary operating expenses; 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 establishes a budget modification to the 2022 adopted budget to pay for necessary operating expenses for the line SD1-8540-4001 Contractual Expenses;

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2022 are hereby audited and approved:

From: <i>SD1-909.00 Unappropriated Fund Balance</i>	Amount \$28,530.00
To: <i>SD1-8540-4001 Contractual Expenses</i>	Amount \$28,530.00

SECTION 3. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 28, 2022

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Establishment of a 2022 operating budget for Special Drainage District #1 from Fund Balance.

TOWN BOARD MEETING: July 13, 2022

Background Information: Special Drainage District #1 (SD1) was created in 1999 for the sole benefit of 31 residential properties located on Dianne Ct., Sandra Ct., and Day Rd. In 2021 there was an ineffective effort by the Town Board to consolidate this district into the Highway Fund and consequently a budget was not included for SD1 as part of the 2022 Town Budgets to raise tax revenues to pay for necessary operating expenses.

Evaluation/Analysis: Establish an operating budget for Special Drainage District #1 to pay for necessary operating expenses.

Recommendation(s):

Attachment/Document(s): Budget Modification

From: SD1-909.00 Unappropriated Fund Balance \$28,530.00

To: SD1-8540-4001 Contractual Expenses \$28,530.00

Compliance with Purchasing Policy:

Effect(s) on Existing Law(s):

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 230.21

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York 12150 on Wednesday, September 8, 2021 at 7:00 p.m., the following resolution was duly adopted:

A RESOLUTION TO CONSOLIDATE THE SPECIAL DRAINAGE 1 (SD1) FUND UNDER THE HIGHWAY (DA) FUND

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

Councilmember, **SIGNORE**.

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby approves the request for the Consolidation of Special Drainage 1 (SD1) fund under the like lines of the Highway (DA) fund. Specifically, DA5110 4500 and DA5110 4710.

SECTION 2. This resolution shall become effective September 8, 2021.

DATED: September 8, 2021

NAME	AYES	NOES	ABSTAIN
Christou	X		
Guidarelli (Absent)			
Miller-Herrera (Absent)			
Signore	X		
Tommasone	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 **September 8, 2021** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this **September 10, 2021**.



Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 3 August 2021

TO: Rotterdam Town Clerk

FROM: Comptroller's Office

TITLE OF REQUEST: Consolidate Special Drainage 1 (SD1) Fund under the Highway (DA) Fund.

TOWN BOARD MEETING: 11 August 2021

Background Information: I am requesting to consolidate the Special Drainage 1 (SD1) fund under the like lines of the Highway (DA) fund. The DA fund is used to administer two like drainage areas located at Lock Street and Kirvin Lane.

Evaluation/Analysis: The SD1 fund and associated district are redundant to Highway lines DA5110 4500 and DA5110 4710 and should be administered together.

Recommendation(s): Approve the consolidation request.

Attachment/Document(s): Resolutions 192-99 and 210-99

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Fire Station No. 1, Main Street, Rotterdam Junction, New York, on August 11, 1999 at 7:30 P.M., the following resolution was duly adopted:

RESOLUTION NO. 210 -99

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam held a public hearing on the 11th day of August, 1999 at the Fire District No. 1 Fire Department, Rotterdam Junction, New York, at 7:30 p.m. to establish a drainage district located in Dianne Estates in the Town of Rotterdam. The improvements proposed in said district consist of drainage system, detention basin, and pumping station and the estimated yearly expense for operation and maintenance of the drainage district is \$17,500.00 or \$240.00 per lot located in said district.

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

THEREFORE, UPON MOTION of Councilmember Lazzari, seconded by Councilmember Vellano, it is hereby

RESOLVED AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby (grants)(~~denies~~)(~~defers action~~) on the establishment of a drainage district in the Town of Rotterdam.

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

DATED: August 11, 1999
Town Clerk
Post

Carried

I Eunice O. Esposito, Town Clerk of the Town of Rotterdam, Schenectady County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution as adopted by the Town Board of the Town of Rotterdam on August 11, 1999, and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this August 12, 1999

Eunice O. Esposito
EUNICE O. ESPOSITO, TOWN CLERK

Rotterdam, held at the John F. Kirvin Government Center, Town Hall, Sunrise Boulevard, Rotterdam, New York, on July 7, 1999 at 7:30 P.M., the following resolution was duly adopted:

RESOLUTION NO. 192-99

WHEREAS, pursuant to notice duly published in the official newspaper of the Town of Rotterdam, the Town Board of the Town of Rotterdam, was to hold a public hearing on the 7th day of July, 1999 at the John F. Kirvin Government Center, Town Hall, Sunrise Boulevard, Rotterdam, New York, at 7:30pm to establish a drainage district located in Dianne Estates in the Town of Rotterdam. The improvements proposed in said district consists of drainage system, detention basin, and pumping station and the estimated yearly expense for operation and maintenance of the drainage district is \$17,500.00 or \$240.00 per lot located in said district.

WHEREAS, it was determined by the Town Board of the Town of Rotterdam that the published legal notice did not clearly identify the area of the proposed drainage system, NOW,

THEREFORE UPON MOTION of Councilmember Dagastino, seconded by Councilmember Vellano, it is hereby

RESOLVED AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam is hereby directed to republish in the official newspaper of the Town of Rotterdam once in two (2) successive weeks, the first publication to be not less than ten (10) no more than twenty (20) days before the date of the public hearing provided herein the following public notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE The Town Board of the Town Board of Rotterdam will hold a public hearing on August 11, 1999 to be held at the ROTTERDAM FIRE DISTRICT NO. 1 FIRE HOUSE, MAIN STREET, ROTTERDAM JUNCTION, NEW YORK 12150, at 7:30pm for the purpose of establishing a Dianne Estates drainage district in the Town of Rotterdam, plan and report as follows:

FORMATION OF
DIANNE ESTATES DRAINAGE DISTRICT
TOWN OF ROTTERDAM

The Developer, Mr. Gerald K. Reutter, Reutter Bilt Homes, Inc., 1124A Saugus Street, Schenectady, NY 12306, would like to build 31 new homes on a 32± acre parcel currently owned by Jerry Riggi & Sons, Inc., 713 Glen Avenue, Scotia, NY 12302 (See ~~EXHIBIT~~ A - MAP)

The site is bounded on the east by lands N/F of Mohonasen Central School District, on the south by lands N/F of Aniolek and of Dale, on the west by the I-890 DOT right-of-way, and on the north by residential lots in Riggi Manor Section 3. Since the construction of Riggi Manor in the late sixties and early seventies, the residents and Town have experienced problems with high groundwater. In the early seventies, a recharge basin and a pumping system was installed in an attempt to control stormwater runoff by pumping some of the stormwater runoff into a Town drainage system and also letting some recharge into the ground. This system over the years has proven to be only marginally effective at best and has required considerable maintenance.

During the course of the subdivision review of this project, the residents of the area voiced their concerns to the Planning Board regarding their high groundwater problems and the potential to make matters worse should the subdivision be allowed without remedying the existing situation.

The Developer has had engineering studies conducted, has monitored groundwater conditions and has worked with the Town, County and NYSDOT to arrive at a solution to the existing condition that will remedy the existing condition, control the runoff from the proposed development, lower groundwater levels in the individual areas, and at no cost to current homeowners of Riggi Manor.

The proposed solution involves expanding the existing retention basin both in area and depth, and installing a new pumping system to pump both stormwater and groundwater to the NYSDOT's drainage system on I-890.

The new basin will become a detention basin, not a retention basin. As such, it will only be used to store excess stormwater runoff after storm events until it can be pumped out. It is not dependent on recharge of the stormwater into the ground. In fact, since the basin will be excavated an additional 4 to 6 feet, the bottom of the new detention basin will be below the current seasonally high groundwater level by approximately 4 feet. The new pumping system is set approximately 5 feet below the bottom of the detention basin so that the pumping system can effectively drain the detention basin to below its bottom. An underdrain system has been designed about 2 feet below the bottom of the basin to collect and convey groundwater to the pump station.

The pump station has been designed with multiple pumps so that if one pump is out of service, the other pumps can make up the difference. The water from the pump station is being pumped to the NYSDOT's drainage system on I-890 (see Appendix A), thereby assuring that it does not recharge the ground or contribute to the Town's drainage system on the older section of Day Road as the current one does.

The Developer would build and pay for the drainage system, detention basin, pumping station and testing as a part of the subdivision construction. After construction of the system to the satisfaction of the Town, the system would be dedicated to the Town of Rotterdam. This drainage district is, therefore, being proposed to be the entity to be responsible for the long term operation and maintenance of the system. In actuality, the Town Highway Department would be doing the maintenance work either directly or through the services of a private contractor. However, all costs incurred by the Town Highway Department associated with the long term operation and maintenance would be chargeable to the district.

The district would encompass the boundaries of the 32+ acres that make up the subdivision for the 31 proposed homes (see Exhibit A). The cost of operating and maintaining the system would be shared equally by the 31 homes.

Yearly costs to operate and maintain the pumping system and detention basin are estimated as follows:

Electricity	\$ 2,000*
Manpower	4,000*
Fund Replacement of Pumps & Parts	<u>1,500*</u>
	\$ 7,500

Cost per lot:

$57,500 \div 31 = \$241.93$ Approximately
Say \$240 per year per lot

More fully described map of the proposed project is on file in the office of the Town Clerk of the Town of Rotterdam for all interested parties to examine at the regular summer office hours from 8:30am-4:00pm Monday thru Friday

BY ORDER OF THE TOWN BOARD

EUNICE O. ESPOSITO
TOWN CLERK

Daily Gazette please publish once on July 24th and July 31st
Town Clerk
Post

I Eunice O. Esposito, Town Clerk of the Town of Rotterdam, Schenectady County, New York, DO HEREBY CERTIFY that I have compared the foregoing resolution as adopted by the Town Board of the Town of Rotterdam on June 9, 1999, and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in my office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this July 8, 1999

Eunice O. Esposito
EUNICE O. ESPOSITO, TOWN CLERK

RESOLUTION NO. 215.22

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

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 June 2022, has been placed on file and the town clerk's check in the amount of five thousand two hundred thirty-six dollars and 31/100 (\$5,236.31) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **July 5, 2022**

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for **June 2022, \$5,236.31** in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: **July 13, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **July 13, 2022**

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of **July 13, 2022**

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: DIANE M. MARCO, TOWN CLERK

Account Description	Fee Description	Account#	Qty	Local Share	
Conservation	Conservation	A1255	14	40.81	
			Sub-Total:	\$40.81	
Dog Licensing	Exempt Dog	A2544	2	0.00	
Dog Licensing	Female, Spayed	A2544	112	1,568.00	
Dog Licensing	Female, Unspayed	A2544	11	187.00	
Dog Licensing	Male, Neutered	A2544	114	1,596.00	
Dog Licensing	Male, Unneutered	A2544	28	476.00	
Dog Licensing	Replacement Tags	A2544	1	3.00	
			Sub-Total:	\$3,830.00	
Ez pass	Ez Pass	A1255	1	25.00	
			Sub-Total:	\$25.00	
Fireworks	Fire Works	A2545	1	100.00	
			Sub-Total:	\$100.00	
Late Fees	Late Fee -Dog Renewal	A1550	28	280.00	
			Sub-Total:	\$280.00	
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	11	192.50	
			Sub-Total:	\$192.50	
MISC. FEES	Certified Copies	A1255	68	680.00	
	Redemption - Dog		3	110.00	
			Sub-Total:	\$790.00	
PERMIT FEES	Garage Sale	A2590	67	335.00	
			Sub-Total:	\$335.00	
Second Hand Dealers	Second Hand Dealers	A2545	1	250.00	
			Sub-Total:	\$250.00	
Senior Discount	Senior Discount	A2544	61	-607.00	
			Sub-Total:	-\$607.00	
Total Local Shares Remitted:				\$5,236.31	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			343.00	
Amount paid to:	NYS Environmental Conservation			749.19	
Amount paid to:	State Health Dept. For Marriage Licenses			247.50	
Total State, County & Local Revenues:		\$6,576.00	Total Non-Local Revenues:		\$1,339.69

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

7/1/2022

Date

Diane M. Marco

Town Clerk

7/1/2022

Date

Monthly Worksheet of Daily Work

June 2022

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	BINGO/ GAMES CHANCE	GAMES CHANCE	TOWN PORTION	EZ PASS
6/1/2022	\$471.00	\$40.00	\$37.78	\$2.22	\$246.00	\$21.00	\$225.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/2/2022	\$361.00	\$120.00	\$113.36	\$6.64	\$156.00	\$17.00	\$139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/3/2022	\$640.00	\$75.00	\$70.87	\$4.13	\$380.00	\$33.00	\$347.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/6/2022	\$400.00	\$50.00	\$47.24	\$2.76	\$215.00	\$19.00	\$196.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
6/7/2022	\$515.00	\$35.00	\$33.06	\$1.94	\$280.00	\$25.00	\$255.00	\$80.00	\$45.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
6/8/2022	\$235.00	\$80.00	\$75.58	\$4.42	\$125.00	\$9.00	\$116.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/9/2022	\$220.00	\$60.00	\$56.68	\$3.32	\$15.00	\$1.00	\$14.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/10/2022	\$355.00	\$0.00	\$0.00	\$0.00	\$60.00	\$11.00	\$49.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/13/2022	\$365.00	\$25.00	\$23.62	\$1.38	\$190.00	\$25.00	\$165.00	\$120.00	\$67.50	\$52.50	\$0.00	\$0.00	\$0.00	\$0.00
6/14/2022	\$380.00	\$70.00	\$69.00	\$1.00	\$290.00	\$24.00	\$266.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/15/2022	\$375.00	\$25.00	\$23.62	\$1.38	\$140.00	\$14.00	\$126.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/16/2022	\$156.00	\$0.00	\$0.00	\$0.00	\$126.00	\$13.00	\$113.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/17/2022	\$255.00	\$90.00	\$85.02	\$4.98	\$85.00	\$7.00	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/21/2022	\$385.00	\$0.00	\$0.00	\$0.00	\$255.00	\$28.00	\$227.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/22/2022	\$120.00	\$0.00	\$0.00	\$0.00	\$65.00	\$5.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/23/2022	\$205.00	\$25.00	\$23.62	\$1.38	\$125.00	\$11.00	\$114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00
6/24/2022	\$325.00	\$35.00	\$33.06	\$1.94	\$230.00	\$27.00	\$203.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/27/2022	\$255.00	\$60.00	\$56.68	\$3.32	\$125.00	\$10.00	\$115.00	\$40.00	\$22.50	\$17.50	\$0.00	\$0.00	\$0.00	\$0.00
6/28/2022	\$208.00	\$0.00	\$0.00	\$0.00	\$158.00	\$16.00	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/29/2022	\$95.00	\$0.00	\$0.00	\$0.00	\$85.00	\$8.00	\$77.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6/30/2022	\$255.00	\$0.00	\$0.00	\$0.00	\$215.00	\$19.00	\$196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audited by dmm 6/30/2022	\$6,576.00	\$790.00	\$749.19	\$40.81	\$3,566.00	\$343.00	\$3,223.00	\$440.00	\$247.50	\$192.50	\$0.00	\$0.00	\$0.00	\$25.00

July 13, 2022

RESOLUTION NO. 216.22

A RESOLUTION ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the June 8, 2022, Town Board meeting as attached.

SECTION 2. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: **July 5, 2022**

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

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **June 8, 2022, Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **July 13, 2022**

TO BE PLACED ON TOWN BOARD MEETING OF: **July 13, 2022**

Background Information: Attached. To adopt the meeting minutes from the **June 8, 2022, Town Board Meeting.**

Evaluation/Analysis: N/A

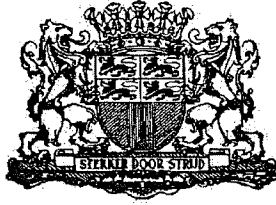
Recommendation(s): To place on Town Board agenda and Town Board meeting of **July 13, 2022.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco



TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

June 10, 2022

Certified Resolutions: #189.22-#202.22 for the year 2022 were duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, June 8, 2022. The Town Board Agenda review started at approximately 6:30 p.m. The agenda review was adjourned at approximately 6:40 p.m. All agreed to adjourn the agenda review meeting. The Town Board meeting began at approximately 7:00 p.m. and continued with a Public Information session to inform residents about the process of water withdrawal modification including but not limited to water leak detection, water conservation and water metering. The Town Board meeting was adjourned at approximately 9:45 p.m. by Councilmember Christou and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

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

MEETING OF THE
ROTTERDAM TOWN BOARD

June 8, 2022

7:00 pm

AGENDA REVIEW 6:30 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins

EXECUTIVE SESSION

PROCLAMATIONS/PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

RESOLUTIONS

189.22 To appoint Nathan Craig to the position of Building Inspector for the Town of Rotterdam.

190.22 To amend Resolution No. 179.22 of the year 2022 - Appoint seasonal laborers to the Highway Department.

191.22 To execute a memorandum of agreement between the Town of Rotterdam and CSEA recognizing new job titles and salaries.

192.22 To amend Resolution No. 38.22 of the year 2022

193.22 Call for bids for Grinding and Removal or Brush, Yard Waste and Wood.

194.22 To enter into an agreement for Town Highway phase two paving for 2022.

195.22 SEQRA Project Determination of Non-Significance for the Rotterdam Junction Stormwater Improvements.

196.22 Approve budget transfers to the 2022 budget.

197.22 To enter into an agreement with Jerry Adach; Web Development.

198.22 To accept revenue for Town Clerks Office for May 2022.

199.22 To accept Town Board meeting minutes from May 25, 2022.

200.22 To accept abandoned furnishings from HVAC Associates.

201.22 To observe Juneteenth as a holiday for the year 2022.

202.22 To call for bids for the salt shed and yard waste processing facility project.

LIAISON REPORTS

MISCELLANEOUS

- **PUBLIC INFORMATION SESSION** held to inform residents about the process of water withdrawal modification including but not limited to water leak detection, water conservation and water metering.

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 189.22

TO APPOINT NATHAN CRAIG TO THE POSITION OF BUILDING INSPECTOR

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Nathan Craig of Schenectady New York is hereby appointed to the position of Building Inspector, for the Town of Rotterdam, full time, provisionally, with full time employee benefits, subject to the completion of background checks, at an annual salary of sixty-two thousand four hundred ninety and 96/100 (\$62,490.96) dollars, commencing June 13, 2022.

SECTION 2. This resolution shall become effective June 8, 2022

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 190.22

**TO AMEND RESOLUTION 179.22 OF THE YEAR 2022
APPOINT SEASONAL LABORERS: HIGHWAY DEPARTMENT**

WHEREAS, on May 25, 2022 Devin Fortune was hired on Resolution No. 179.22 as a seasonal summer laborer for the Town of Rotterdam Highway Department, and has recently resigned from this position, leaving a vacancy in the Highway Department;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 179.22, is hereby amended and restated to read as follows: The following individuals are hereby appointed and reappointed to various seasonal summer positions at the Town of Rotterdam Highway Department at indicated hourly rates of pay, on an as needed basis, with no employee benefits through September 2, 2022.

Highway Department

Matthew Horwedel 6/3/2022 – 8/5/2022	Laborer	\$17.00
Kyle Vanblarcom 6/1/2022 – 8/26/2022	Laborer	\$17.00
Nathan Gandrow 6/1/2022 – 8/19/22	Laborer	\$17.00
Mattia Viscusi 6/1/2022 – Available as needed	Laborer	\$17.00

SECTION 2. This resolution shall become effective retroactive to June 3, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 191.22

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLES AND SALARIES: SENIOR ACCOUNT SPECIALIST & SENIOR DPW SPECIALIST

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the job titles of Senior Account Specialist with a salary of \$56,913.30 and Senior DPW Specialist with a salary of \$56,724.09, as CSEA bargaining unit positions covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective June 8, 2022

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 192.22

TO AMEND RESOLUTION 38.22 OF THE YEAR 2022

WHEREAS, on January 1, 2022, Resolution No. 38.22, FCM Engineering PLLC was authorized to be utilized to act as a Town Designated Engineer for the calendar year 2022 on an as needed basis; and

WHEREAS, Whereas, on May 25, 2022, Resolution No. 178.22 authorized execution of an agreement with FCM Engineering, PLLC for professional consultant services in connection with providing on-call engineering services through December 31, 2022 and prohibited FCM Engineering, PLLC from providing Town Designated Engineering services during the term of the agreement;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution No. 38.22, is hereby amended and restated to read as follows: 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 2022 on an as needed basis:

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

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 193.22

**CALL FOR BIDS FOR GRINDING AND REMOVAL OF BRUSH,
YARD WASTE AND WOOD**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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 June 20, 2022 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:

GRINDING AND REMOVAL OF BRUSH, YARD WASTE AND WOOD

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

10:00A.M., JUNE 20, 2022

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

BY ORDER OF THE ROTTERDAM TOWN BOARD

DIANE M. MARCO, TOWN CLERK

DATED: June 8, 2022

BidNet: Please publish on June 10, 2022

Daily Gazette: Please publish once on June 11, 2022

Town Clerk Post

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 194.22

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

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 authorizes entry into an agreement between the Town Board and the Highway Superintendent to establish a paving plan for 2022 and to allow payment for the Town of Rotterdam paving 2022 fiscal year, in accordance with the competitive bidding requirement of the New York State General Municipal Law, in an amount not to exceed \$598,202.86 for Phase Two of the roadway paving for the year 2022, coming out of the remaining balance of \$661,971.66 left over from Phase One Paving for the year 2022.

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 195.22

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

THEREFORE, UPON MOTION OF Councilmember CHRISTOU,

seconded by Supervisor **COLLINS, NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town of Rotterdam has determined that a need exists for the Rotterdam Junction Stormwater Improvements Project.

SECTION 2. The Town of Rotterdam is in the design stages for the Rotterdam Junction Stormwater Improvements Project.

SECTION 3. The Town of Rotterdam has secured funding for this project.

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

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

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

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

SECTION 8. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 196.22

TO APPROVE BUDGET TRANSFERS TO THE 2022 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

Trans & Distribution

From: W58340 4889 W5 Backfill/Pavement repair Amount \$1,000.00

WTR Administration

To: W58310 4300 W5 Conferences Amount \$500.00

Trans & Distribution

To: W5840 4010 W5 Easements Amount \$500.00

SECTION 2. This resolution shall become effective June 8, 2022

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 197.22

TO ENTER INTO AN AGREEMENT WITH JERRY ADACH WEB DEVELOPMENT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Jerry Adach Web Development for web application development services and maintenance for Town of Rotterdam's Website, for the period ending December 31, 2023.

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 198.22

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of May 2022, has been placed on file and the town clerk's check in the amount of five thousand nine hundred fifty dollars and 23/100 (\$5,950.23) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 199.22

A RESOLUTION ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the May 25, 2022, Town Board meeting as attached.

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 200.22

TO ACCEPT ABANDONED FURNISHINGS FROM HVAC ASSOCIATES; CAMPITO PROPERTIES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a gift of furnishings from HVAC Associates aka Campito Properties at no cost to the Town of Rotterdam, upon written confirmation from such donor of its legal authority to transfer title thereto.

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 201.22

TO OBSERVE JUNETEENTH AS A HOLIDAY FOR THE YEAR 2022

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby observes Juneteenth, a federal and state holiday, by closing Town offices on Monday June 20, 2022, and granting same as a paid holiday for the 2022 calendar year for PBA and CSEA members upon the receipt of the consent of the PBA and CSEA to same.

SECTION 2. This resolution shall become effective June 8, 2022.

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 8, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 202.22

CALL FOR BIDS FOR THE SALT STORAGE AND YARD WASTE PROCESSING FACILITY PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Salt Storage and Yard Waste Processing Facility Project.

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

TOWN OF ROTTERDAM NOTICE TO BIDDERS

PLEASE TAKE NOTICE: Sealed bids for the furnishing of all labor and material necessary for the Salt Storage and Yard Waste Processing Facility project can be submitted electronically or be received in person by the Town of Rotterdam Town Clerk, at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 2:00 PM local time on Friday July 29, 2022, at which time and place they will be publicly opened and read aloud. 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:

SALT STORAGE AND YARD WASTE PROCESSING FACILITY PROJECT

Bids will be received for the following Contracts:

Contract No. 1 – General Construction: The scope of work shall include, but is not limited to, all labor, materials, and equipment, necessary and related, for the construction of a 60-foot by 104-foot hi-arch gambrel salt storage building with concrete walls and asphalt pavement floor; a precast modular block retaining wall; site grading; drainage; pavements; and restoration.

Contract No. 2 – Electrical Construction: The scope of work shall include, but is not limited to, all labor, materials, and equipment, necessary and related, for the construction of new interior and exterior building lighting; new site lighting; and a new electrical service along with all necessary equipment.

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 accompanied by security in an amount not less than five per centum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that would like to visit the site shall contact the Town Supervisor's office at (518) 355-7575 extension 393 to arrange a site visit. Town representatives will not answer questions relative to the project.

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of 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(s).

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(s).

This project is funded in part by a CWIA / EPF Water Quality Improvement Project Grant administered by the New York State Department of Environmental Conservation (NYSDEC). All bidders are subject to the requirements thereof.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

**ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, ETC.) SHALL BE THE
RESPONSIBILITY OF THE BIDDER**

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: June 8, 2022

BidNet: Please publish on July 1, 2022

Daily Gazette: Please publish once on July 1, 2022

Town Clerk Post

DATED: June 8, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 8, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this June 10, 2022.



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 217.22

**TO AUTHORIZE THE SUPERVISOR TO EXECUTE ALL DOCUMENTS
REGARDING THE TERMINATION OF AGREEMENT WITH THE DEC REGARDING
THE PROPERTY AT 1220 MAIN STREET ROTTERDAM JUNCTION**

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 necessary to terminate the agreement with NYSDEC relating to the Water Quality Improvement Grant relating to the purchase of the former Bobby Young's Auto Repair facility at 1220 Main Street, upon the consent of NYSDEC.

SECTION 2. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 27, 2022

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Sr. Planner

TITLE OF REQUEST: Termination of Agreement between the NYS Department of Environmental Conservation (DEC) and the Town of Rotterdam.

TOWN BOARD MEETING: July 13, 2022

Background Information: On December 13, 2017, the Town was awarded a Water Quality Improvement Grant (WQIP) in the amount of up to \$48,750 to assist in the purchase the abandoned Bobby Young's Auto Repair facility located at 1220 Main Street due to its proximity to the town's water supply. On December 31, 2018, the Town of Rotterdam with the assistance of Schenectady County Metroplex purchased the property for \$75,000.

Evaluation/Analysis: The property was formerly used as a gas station and underground gasoline storage and heating oil tanks have been removed and site was cleaned up at substantial expense to Metroplex. The current agreement with DEC would require the Town to spend additional monies on a survey, title report, and deed restrictions that would forever preclude use of this property without written authorization from the Commissioner of DEC. The property is located in the center of town, is in Zone 1 of the Aquifer Overlay District, and has already been established as parkland pursuant to Resolution 164.20 adopted on May 27, 2020.

Recommendation(s): Due to the required additional expense to the Town and the required additional deed restrictions to the property, the Town Board should authorize the Town Supervisor to execute all documents on behalf of the Town regarding termination of the agreement with DEC upon review and approval by the Attorney for the Town.

Attachment/Document(s): Park Designation Resolution #164.20
NYSDEC Award Letter dated December 17, 2017
Photos

Compliance with Purchasing Policy: N/A

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

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York on Wednesday, May 27, 2020 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 164.20

WHEREAS, The Town Board of the Town of Rotterdam acquired title to 1220 Main Street, Rotterdam Junction, New York 12150 on December 31, 2018; **NOW**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares and establishes its municipal real property located at 1220 Main Street, Rotterdam Junction, New York, 12150 as a public park pursuant to New York State Town Law Section 220, subpart 3.

SECTION 2. This resolution shall be subject to permissive referendum.

SECTION 3. This resolution shall become effective May 27, 2020.

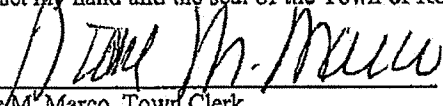
DATED: May 27, 2020

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on May 27, 2020 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2020.


Diane M. Marco, Town Clerk

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

DEC 13 2017

Honorable Steven Tommasone
Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam NY, 12306

DEC 21 2017

TOWN OF ROTTERDAM
PUBLIC WORKS

Re: Water Quality Improvement Project # 74454
Rotterdam Land Acquisition for Source Water Protection

Dear Supervisor Tommasone:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After six successful rounds, the 2017 CFA made over \$800 million in economic development resources available from over thirty programs across twelve State agencies. The agency programs provide resources for projects focused on community development and job creation, direct assistance to business, waterfront revitalization, energy and environmental improvements, sustainability and low-cost financing. The Department of Environmental Conservation (DEC) is proud to have contributed up to \$87,000,000 to this year's CFA.

We are pleased to inform you that the Rotterdam Land Acquisition for Source Water Protection project has been selected to receive up to \$48,750 through the Water Quality Improvement Project (WQIP) program. On behalf of our partners at the federal, state, and local levels of government, please accept our gratitude for taking the initiative to participate in this program. If you applied for funding from other DEC programs or other State agencies, you will receive information from those programs/agencies separately.

The Office of State Comptroller (OSC) must approve DEC's documentation of the project solicitation and review process before we can begin the steps to execute a contract with you. When we receive OSC's approval, we will provide additional information to you that will assist you in getting a contract in place. Contracts for WQIP projects will be completed through the NYS Grants Gateway (<https://grantsgateway.ny.gov/>).



Department of
Environmental
Conservation

DEC and OSC expect that contracts will be executed within 60-80 days from the date of this letter. Several steps must be completed by your organization to meet this timeframe. We recommend visiting the Grants Reform portal at: <http://www.grantsreform.ny.gov/Grantees> to become familiar with the Grants Gateway and the contracting process. The document titled, *Quick Start Guide: Contracts*, can be helpful if you are new to working in the Grants Gateway.

To get a head start on the contracting process, we suggest that you download the work plan and budget documents from the DEC website (<http://www.dec.ny.gov/pubs/101565.html>) and begin drafting work plan and budget information to later copy to the Grants Gateway. Please note that the work plan and budget for the contract must be consistent with your application. Also, the earliest contract start date for this round of WQIP projects is May 1, 2017.

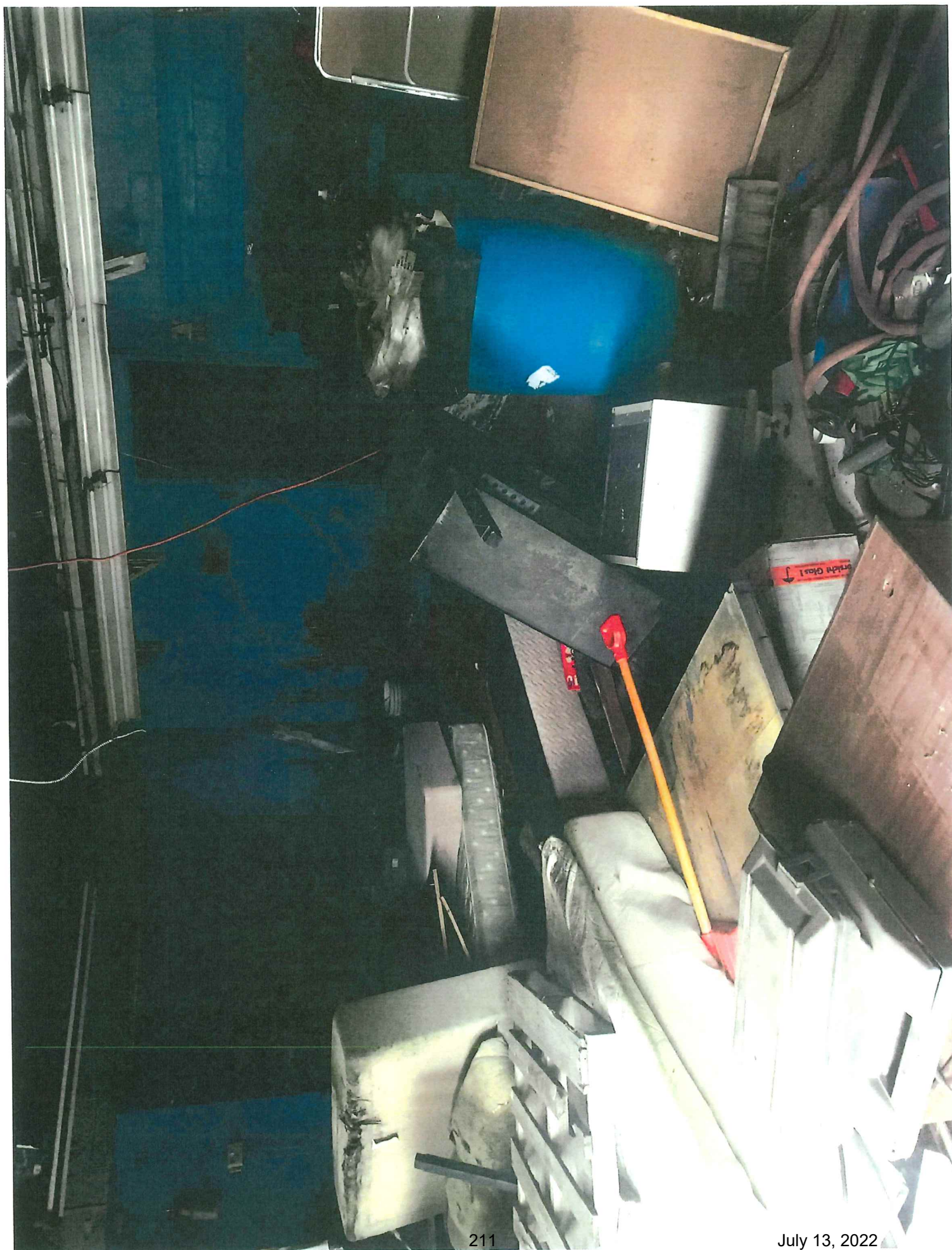
We look forward to working with you on this important water quality project. If you have any questions about your award, please contact the WQIP program staff at user.water@dec.ny.gov or call 518-402-8179.

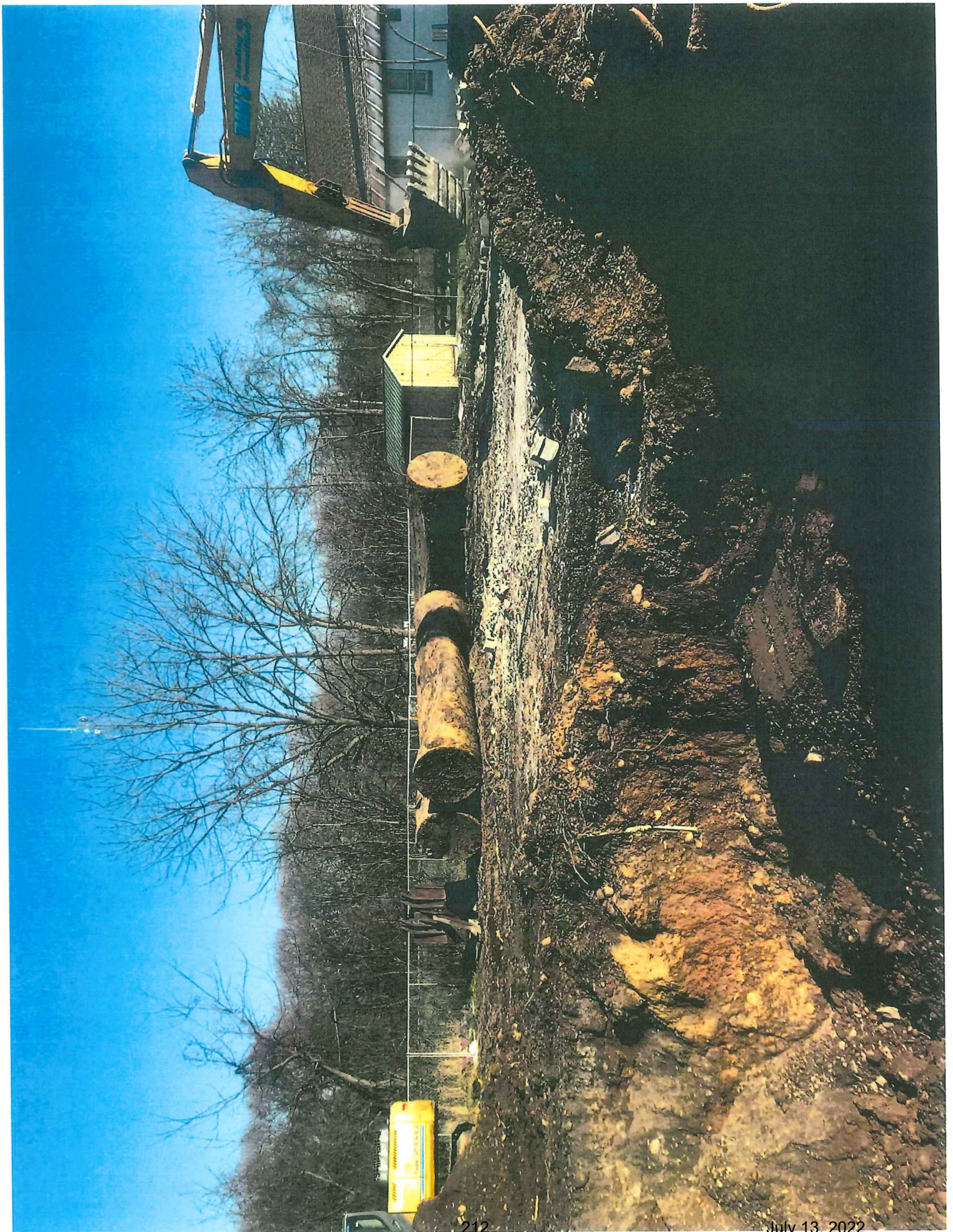
Sincerely,

A handwritten signature in black ink, appearing to read 'Basil Seggos', with a stylized flourish at the end.

Basil Seggos







RESOLUTION NO. 218.22

**TO AUTHORIZE THE SUPERVISOR TO SIGN A LETTER TO NYS
ENVIRONMENTAL FACILITIES CORPORATION-4TH STREET PUMP STATION**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and deliver a letter to NYS Environmental Facilities Corporation seeking inclusion of the costs of the 4th Street Pump Station Pumps as an eligible cost.

SECTION 2. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: June 30, 2022

TO: Mollie Collins – Town Supervisor

FROM: Charles Jack Dodson – Deputy Town Supervisor

TITLE OF REQUEST: Authorize the Supervisor to sign a letter for NYS Environmental Facilities Corporation. 4th Street Pump Station Pumps

TOWN BOARD MEETING: July 13, 2022

Background Information: LaBella has been the Engineer for the Carman Road project.

Evaluation/Analysis: The Town of Rotterdam applied for NYS EFC funding for the Carman Road sewer project. The Town is looking to include the 4th Street Pump Station pumps in the funding.

Recommendation(s): Authorize the Supervisor to sign a letter to NYS Environmental Facilities Corporation.

Attachment/Document(s): Letter to NYS Environmental Facilities Corporation.
Sewer Agreement with the City of Schenectady
Resolution 162.20

Compliance with Purchasing Policy: Yes.

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

TOWN OF ROTTERDAM

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

June 6, 2022

Rachel Kenyon, IE
Environmental Project Engineer
NYS Environmental Facilities Corporation
625 Broadway
Albany, NY 12207-2997

Re: Public Sewer Connection - Sewer District 7 and its Connections
4th Street Pump Station Pumps Eligible Cost

Dear Ms. Kenyon:

Based on our understanding from EFC, the 4th Street Pump Station pumps would be considered an eligible project cost if they are installed during the warranty period. The General Contractor awarded this work provided documentation from the supplier that the pumps will have a five-year warranty from the date of purchase. Based upon this information the pump warranty would be valid until approximately June 2027. The project engineer, LaBella Associates (formerly Chazen) advised the town that the existing 4th Street Pump Station pumps have an approximate capacity of 200 gpm. The Hamburg Street Sewer District 7 user area, when all connections are made, has a peak hour flow of approximately 119 gpm. Sewer District 7 Extension 1 (Whispering Pines), when constructed, will have an equalized peak hour flow of 90 gpm. Sewer District 7 Extension 2 (Carman Road), when all connections are made, has a peak hour flow of approximately 170 gpm. Therefore, once all connections are made for Hamburg Street Sewer District 7 and Extension 1 or Extension 2, the 4th Street Pump Station pumps will need to be upgraded with the subject pumps. Based on Town Code 230, the Intermunicipal Agreement with the City of Schenectady, and Town Board resolution 162.20, all sewer connections are anticipated by June 2025. The Town requests NYS EFC consider the 4th Street Pump Station pumps an eligible cost.

Supporting Items:

Town code Chapter 230-10 *Public sewer connections* provides the requirements for connecting to a public sanitary or combined sewer of the Town if a public sewer is now located or may be in the future. Chapter 230-10 states:

The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the Town and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the Town is hereby required, at his own expense, to install suitable toilet facilities therein and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Part 2 within 90 days after the date of official notice to do so by the Commissioner of Health, provided that said public sewer is within 100 feet of the property line and abuts any portion of the front, side or rear of said property.

Town Board resolution 162.20 (Town Board Meeting May 27, 2020) extended the existing suspension of sewer connection fees, contained in the schedule of fees, in effect for Sewer District 7 and any district extensions of Sewer District 7, until June 1, 2025.

As Sewer District 7 and its extensions ultimately discharge to the City of Schenectady system, the Intermunicipal Agreement (made July 11, 2021) recognizes Chapter 230 of the town code.

Thank you in advance for this consideration.

Sincerely,

Mollie Collins
Supervisor, Town of Rotterdam

C: C. Jack Dodson, Deputy Supervisor / Town Councilperson
Joseph Lanaro, PE, LaBella Associates

Attachments:

C. Schenectady & Town of Rotterdam Intermunicipal Agreement
Town Board Resolution 162.20

**SEWER AGREEMENT
CITY OF SCHENECTADY & TOWN OF ROTTERDAM**

THIS AGREEMENT, made the 11th day of July, 2021, by and between the **City of Schenectady**, a municipal corporation with principal offices at 105 Jay Street, Schenectady, New York 12305 (hereinafter the "City"), and the **Town of Rotterdam**, a municipal corporation with principal offices at 1100 Sunrise Boulevard, Rotterdam, New York 12306 (hereinafter the "Town):

WITNESSETH:

WHEREAS, the Town of Rotterdam has formed and operates Sewer District's 3, 4, 5-A, 6-A and 7 to provide for the collection and treatment of sanitary sewage within the portions of the Town of Rotterdam served by said districts, and

WHEREAS, the City of Schenectady maintains and operates a wastewater treatment plant for the treatment of sewage, which plant has sufficient capacity to treat the sewage collected within the aforesaid sewer districts operated by the Town of Rotterdam; and

WHEREAS, the City of Schenectady, as the control authority is required to implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to the requirements set out in 40 CFR Part 403, and the applicable statutes, rules, and regulations of the State of New York; and

WHEREAS, the Town of Rotterdam, as a contributing jurisdiction hereby agrees to adopt a sewer use ordinance that subjects any industrial user within its boarders to the necessary pretreatment controls and hereby authorizes the City of Schenectady to implement and enforce that sewer use ordinance, as herein provided:

NOW THEREFORE, in consideration of one dollar (\$1.00) paid by the Town to the City, and in further consideration of the terms, covenants and conditions herein set forth, the City and the Town hereby agrees as follows:

SECTION I. ADOPTION OF SEWER USE LOCAL LAW

1. The Town of Rotterdam adopted "Chapter 230, Sewer" and a part of the Code of the Town of Rotterdam, as required by the previous sewer agreement between the parties.

SECTION II. ENFORCEMENT AS ADMINSTRATOR

2. a. Except as otherwise herein expressly provided, the Town of Rotterdam will enforce its sewer use local law and town board resolutions where the effluent is discharged by the Town's sewer system into the City's sewer system.

b. The Town of Rotterdam hereby designates the City of Schenectady as an agent of the Town of Rotterdam for the purpose of carrying out the implementation and enforcement of the Town of Rotterdam's sewer use local law. It is therefore expressly agreed that the City of Schenectady may take action under the Town of Rotterdam's sewer use local law that could be taken by the Town, including but not limited to the enforcement of said local law in courts of law after consultation with the corporation counsel and the town attorney.

c. The Town of Rotterdam hereby agrees it shall adopt pollutant specific limits, which address the same pollutant parameters and are at least as stringent as the local limits set forth in the City of Schenectady Sewer Use Ordinance, as are more particularly set forth in Section VI of this Agreement. In the event the City of Schenectady makes any revisions or additions to said local limits, it shall forward a copy of any such revisions or additions to the Town of Rotterdam, which shall adopt any such revisions or additions within forty five (45) days of receipt thereof through the year 2022.

3. a. Upon the terms hereinafter set forth, the City of Schenectady on behalf of and as agent for the Town of Rotterdam, may provide for and/or perform the technical and administrative services and duties necessary to implement and enforce the Town of Rotterdam's sewer use local law. The services, which the City of Schenectady may provide, include, but are not expressly limited to the following:

- (i) Update of industrial waster survey;
- (ii) Issuance of permits to industrial users required to obtain a permit;
- (iii) Conduct inspections, sampling and analysis;
- (iv) Take any appropriate enforcement action as outlined in the City of Schenectady's Enforcement Response Plan (ERP) and provided for in the Town of Rotterdam's sewer use local law; or
- (v) Perform or provide for such other technical or administrative duties or services as the parties shall deem necessary and appropriate.

b. In addition, the City of Schenectady may, as the agent of the Town of Rotterdam, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health and welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through or sludge contamination.

c. The Town of Rotterdam shall not permit any industrial user located outside the jurisdictional boundaries of the Town of Rotterdam to discharge into its sewer system, unless and until the Town of Rotterdam and the City of Schenectady have entered into an agreement with the jurisdiction in which such industrial user is located, the terms of such agreement shall be substantially equivalent to this Agreement and it shall be in effect prior to any discharge being received from such industrial user.

SECTION III. SCOPE OF SERVICE

4. The Town has created and operates sewer districts known and designated as Sewer Districts Numbers 3, 4, 5-A, 6-A and 7, which will provide for the collection of commercial and residential sanitary sewage within the service areas as are more particularly described in Exhibit "A", annexed hereto.

5. The City hereby agrees to accept sanitary sewage from Sewer Districts Numbers 3, 4, 5-A, 6-A and 7 for treatment at its wastewater treatment plant upon the terms and conditions set forth herein.

SECTION IV. CITY OF SCHENECTADY'S OBLIGATIONS

6. The City agrees to provide and make available, pursuant to the terms and conditions herein set forth, sufficient capacity to serve the Town's sewer districts, and its sanitary sewer interception system from the following connections (a) at Manhole, Kings Road through the Woodlawn Pump Station to the City Wastewater Treatment Plant, (b) District 3, (c) District 4, (d) District 5-A, at Broadway to Olean Street through the North Ferry Street Pump Station to the City's Wastewater Treatment Plant, (e) District 6-A five (5) businesses on Highbridge Road and (f) District 7 Hamburg Street, and related extensions.

7. The City shall make sewer, pump station and wastewater treatment plant capacity available to the Town sufficient to accept the following discharges:

- a) District 6-A: Not exceeding 6,500 gal per day
- b) District 5-A: Not exceeding 6,500 gal per day
- c) District 3: Not exceeding 68 parcels with a total of 70 sewer units on Vischer Avenue, Stanton Street and Guilderland Avenue; four (4) metered commercial users as well as 100% of metered water use at Draper Loft Apartments
- d) District 4: Eight (8) residential sewer units and the Dutch Manor Nursing and Rehab Centre
- e) District 7: Hamburg Street (49,000 gpd), including Extension No. 1 (Whispering Pines) (68,312 gpd), Extension No. 2 (Carmen Road) (67,240 gpd) and Extension No. 3 (Curry Road East and West) (37,105 gpd)

SECTION V. TOWN OF ROTTERDAM'S OBLIGATIONS

8. Prior to executing this agreement, the Town has obtained at its own cost and expense, map(s), plan(s), and or report(s) and any engineering study(ies) prepared by the Chazen Companies, which the Town and City have accepted.

9. The Town of Rotterdam shall, entirely at its own cost and expense, construct and maintain the necessary trunk, sewer, and all related facilities, equipment and appurtenances needed to collect and convey wastewater from the Town's Sewer Districts to the City's existing sewers, which shall include, but not be limited to, the construction and maintenance of the connection to the City's sewer main.

10. The Town shall for Districts 5-A, 6-A and 7 install and maintain, at its own expense, flow meters or hour meters, sampling, testing and analytical devices of types and in locations to be approved by the City for the purpose of measuring volume, rate of flow and the characteristics of the wastewater discharged into the City sewer system by the Town. The City shall have access to said meters and devices at all times for purposes of inspection, reading and testing and the Town will, at its own expense, test, adjust, repair and replace said meters and devices at the request of the City from time to time. Flow meters shall be checked annually by the manufacturer for accuracy and a written report provided to the City. All meters, testing or analytical devices installed shall be in accordance with specifications established by the City's Commissioner of General Services, Director of Water and Wastewater or designated agent. All metering equipment (either flow meters or hour meters) currently in place or required herein are to be installed and tested for accuracy within ninety (90) days of the date of this Agreement.

11. a. The parties agree that it is appropriate and necessary to obtain baseline readings for biochemical oxygen demand (BOD) and total suspended solids (TSS). To obtain said baseline, during the first year following execution herein, the Town agrees to take samples and have the same tested for both BOD and TSS for four (4) periods of three (3) consecutive days each to be selected by the City. The City agrees to give fourteen (14) days' notice of any time period when samples are to taken.

b. The Town agrees that, whenever the City becomes aware of any circumstance that may reasonably be expected to adversely impact the sewage flow from the Town, to conduct whatever testing may be reasonably required by the City and necessary to either resolve the adverse impact or appropriately accommodate the same. In furtherance of this section, the Town agrees to require any entity (including, but not limited to, the Rotterdam Industrial Park) to notify the Town of any new occupant, tenant, or change of use that may impact either the flow or contents of sewage that may flow to the City, and to provide all such information to the City.

c. The City has the right to conduct, at its own cost and expense, any survey that it may deem appropriate to acquire any information relevant to the operation of sewage treatment facilities. If requested, the Town will assist in said process.

d. Excessive I&I is defined as the amount exceeding one hundred twenty (120) gallons per capita per day during dry weather and two hundred seventy five (275) gallons per capita per day during wet weather. This study shall be performed within one (1) year from date of which the agreement is signed. If it is determined that excessive I&I exists, the Town shall provide the City with a plan and expeditious schedule to reduce I&I from entering the sewer system.

12. Except as otherwise provided in this agreement, any sampling required pursuant to the terms of this agreement for Districts 5-A and 6-A shall be performed by the Town of Rotterdam, entirely at its own cost and expense.

SECTIONS VI. HYDRAULIC, ORGANIC & INORGANIC LOADINGS

13. The wastewater received from the Town shall not contain Hydraulic, Organic or inorganic loadings in excess of the following concentrations, unless prior written approval is obtained from the City of Schenectady's Commissioner of General Services, Director of Water and Wastewater, or designated agent:

- a. Waste containing more than three hundred (300) milligrams per liter of five day biochemical oxygen demand (BOD);
- b. Waste containing more than three hundred fifty (350) milligrams per littler of total suspended solids;
- c. Waste containing more than one hundred sixty (160) milligrams per littler of total organic carbon;
- d. Waste containing more than five hundred (500) milligrams per liter of chemical oxygen demand;
- e. Wastewater in volumes constituting greater than six thousand five hundred (6,500) gallons per day (gpd) for District 5-A, and 6,500 gpd for District 6-A, of effluent to the City of Schenectady's Publicly Owned Treatment Works (POTW).
- f. Wastewater in volumes constituting greater than forty nine thousand (49,000) gallons per day (gpd) for District 7 Hamburg Street; sixty seven thousand two hundred forty gallons per day (67,240/gpd) for District 7, Extension No. 2 (Carmen Road); thirty seven thousand one hundred five gallons per day (37,105/gpd) for District 7, Extension No. 3 (Curry Road East and West); and sixty eight thousand three hundred twelve gallons per day (68,312/ gpd) for District 7, Extension No.1 (Whispering Pines).

SECTION VII. SERVICE CHARGES

14. a. The Town of Rotterdam shall pay the City of Schenectady for all wastewater discharged and accepted pursuant to this Agreement at the applicable outside city rates effective at the time of discharge for District Numbers 3, 4, 5-A and 6-A; subject however to the following maximum discharges; District 3 and 4- N/A; District 5-A, 6,500 gallons per day (gpd); District 6-A, 6,500 gallons per day (gpd), District 7, 221,657 gallons per day (gpd). In addition, the Town shall be responsible for additional surcharges or administration expenses, as hereinafter set forth.

b. The Town of Rotterdam shall be responsible for any and all expenses incurred by reason of any expansion, improvement or modification of the existing treatment plant, North Ferry Street Pump Station or the Woodlawn Pump Station as shall be necessary to implement this agreement.

c. For each Significant Industrial User (SIU) within the service areas covered by this agreement, the Town of Rotterdam shall pay to the City of Schenectady, in addition to all other charges specified herein, an annual fee, for administration and enforcement of the pretreatment program, in the amount of Six Thousand Nine Hundred Seven Dollars and Twenty-

Seven cents (\$6,907.27) per SIU. A SIU is defined as, "Any industrial user of the City's wastewater disposal system who has flow greater than five percent (5%) of the flow in the City's wastewater treatment system; has in his wastes toxic pollutants as defined pursuant to section 307 of the Clean Water Act or New York State statutes and regulations; is found by the City, or New York State Department of Environmental Conservation (NYSDEC) or the United States Environmental Protection Agency (EPA), to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of residuals, the system's effluent quality or air emissions generated by the system; or is a categorical industry as defined by the US EPA."

d. It is further agreed that in the event any business served pursuant to this agreement shall cease operation, the Town shall take a final water reading, shut off the water service to the facility and notify the City of Schenectady in writing of that action. The Town shall remain liable for daily minimum volumes until the City is so notified.

e. In the event that a private developer fails to pay the City for the required connection fees, the Town of Rotterdam shall pay the City of Schenectady a one-time connection fee of two hundred and fifty dollars (\$250.00) for each residential unit and four hundred dollars (\$400.00) for each commercial unit connected to the Town's sewer system which delivers flow to the City's sewer system. The town shall levy whatever outstanding fees are due and owing to the subject property in accordance with the Code of the Town of Rotterdam, Chapter 230, entitled "Sewers".

15. In addition to the aforesaid charges, the Town shall pay surcharges for delivery of sewage at excessive rates of flow and/or strength in accordance with the following schedule:

- a. For each calendar month in which the average of all Total Suspended Solids (TSS) analysis exceeds a concentration of 350 milligrams per liter, the sum of \$756.33 per ton of excess Suspended Solids.
- b. For each calendar month in which the average of all Biochemical Oxygen Demand (BOD) analysis exceeds a concentration of 300 milligrams per liter, the sum of \$552.22 per ton of excess Biochemical Oxygen Demand.

c. It is agreed that samples upon which analyses are to be performed shall be 24 hour composite samples.

SECTION VIII. BILLING & PAYMENT OF SERVICE CHARGES

16. The City will bill the Town annually on April 1st for charges incurred in accordance with Section VII of this agreement during the period from January 1st through December 31st of the prior year. In addition, payment shall be made for any additional expenses incurred pursuant to this agreement during the prior calendar year. The Town shall provide to the City all meter readings as shall be required to calculate annual billing no later than February 28th of each year.

17. a.) The Town shall pay all bills rendered by the City within thirty (30) days of receipt of same and shall collect such charges from those benefiting by the facilities provided by the City in such manner, consistent with law, as it shall determine. Any amount not paid within said thirty day (30) period shall bear interest at the rate of 1.5% per month.

SECTION IX. AVAILABILITY OF RECORDS

18. The town shall make available to the City, upon request, current data relative to the number and type of connections to its sewage system and analyses of industrial wastewater flows, if any.

SECTION X. FUTURE CAPITAL IMPROVEMENTS

19. The rates stated herein contemplate all capital improvements that the City contemplates will be required within the next five years. The capital improvements being considered are being designed and sized, in part, in anticipation that the Town will be generating the flows stated above. It is anticipated that the City, to pay for said capital improvements will issue bonds and amortize the cost of said improvements over a period of 20 years (the anticipated useful life of the improvements). In the event that the Town terminates this contract and/or discontinues the delivery of sewage to the City during the life of the bonds referenced above, the Town shall pay to the City an amount equal to the portion of the debt attributable to sewage flowing from the Town to the City.

It is mutually agreed that in the event the City shall undertake any major repair, improvement, expansion or replacement of facilities within the Woodlawn Pump Station or the North Ferry Street Pump Station or any portion of the collection system from the Town's connection at the Manhole on Kings Road to the Woodlawn Pump Station, the connection at Broadway to Olean Street; or the City is directed or ordered by any valid authority to provide a higher degree of treatment in the future, or to otherwise modify the process contemplated at the time of execution of this agreement, the parties hereby agree that the Town of Rotterdam shall share all costs and expenses associated therewith. The Town of Rotterdam's share of such costs shall be determined based upon the portion of the total wastewater/sewage treated at the City of Schenectady Wastewater Treatment Plant, which is contributed by or is attributable to the Town of Rotterdam, as calculated on an annual flow basis.

20. In the event the Town elects to expand any of its Sewer Districts beyond the area initially served and such expansion requires the construction of pump station(s) or below ground equalization tanks, or any other similar capital expenditure, then the Town shall be responsible for one hundred (100%) percent of the costs of the same.

21. To the extent that wastewater/sewage contributed by the Town contains excess amount of BOD, total suspended solids (TSS), or other pollutants, the processing of which requires additional capital expenditures for repairs, replacement, upgrading or expansion of the City's facilities, then such expense shall be the responsibility of the Town.

22. All rates and any charges or fees payable by the Town to the City pursuant to the agreement will automatically be adjusted on January 1st of each year (commencing in 2022) by the percent change in the Consumer Price Index (C.P.I.-U), as published by the U.S. Department of Commerce. The amount of the adjustment will be determined by the percent (%) change in the annual CPI-U. The percent change will be computed by comparing the index figure for the month of November immediately proceeding preceding the contract commencement year with the index figure published for the month of November immediately preceding the year in which the adjustment is to occur. The new Rate and CPI shall be computed as follows:

$$\text{New Rate (NR)} = \text{Old Rate (OR)} \times (1 + ((C - Co) / Co)).$$

C = Current "Consumer Price Index for Urban-NE Consumers: U.S. Cities Average (CPI-U-NE)" as published by the U.S. Department of labor, Bureau of Labor Statistics for the month of November in the year within which the adjustment is to occur.

Co = Consumer Price Index for Urban-NE Consumers: U.S. cities Average (CPI-U-NE) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of November in the year immediately preceding the year in which the adjustment is to occurs. (For November, 2020, the year that will be used as the "preceding year" for calculating the 2022 rates, the CPI as referenced is (273.543).

The rates stated herein are based upon very rough estimates of the amount of sewage from each sewer district. As outlined in paragraph 10 above, the town will be installing meters to measure flow. If after one year from installation of the flow meters or hour meters it is determined that the flow is significantly (significant being more than 15%) different from the estimates, then the rates will be adjusted.

SECTION XII. EXPANSION OF SERVICE AREA

23. The service area of the Town's sewer districts as described and/or shown on the map annexed as Exhibit "A" shall not be expanded without the express written consent of the City.

SECTION XIII. TERM OF CONTRACT

24. a. This contract shall be in effect for a term of five (5) years from the date of its execution by the parties, unless terminated pursuant to this agreement or by the mutual consent of the parties.

b. Unless either party shall notify the other in writing at least one (1) year prior to the initial expiration date of the existing agreement, then said agreement shall automatically be renewed and extended for an additional term of five (5) years subject to the terms and conditions hereinafter provided relative to the renegotiation and adjustment of said rates, unless either party shall notify the other in the manner provided above of its intention not to renew such agreement.

c. Written notice requesting renegotiation of the rates herein provided may be given by either party to the other. If given to the City by the Town, it shall be sent to the Commissioner of General Services and Director of Water and Wastewater; and if given by the City, it shall be sent to the Town Clerk and the Town Supervisor of the Town of Rotterdam.

d. In the event the City shall notify the Town in accordance with this paragraph that it elects not to renew this agreement, then the Town shall be entitled to an extension of the term of this agreement, subject to the terms and conditions herein provided for renegotiation and adjustment of rates, for an additional period, the duration of which shall be equal to the time required for the Town to complete construction or expansion of its own wastewater treatment facility, provided, however, that such additional period shall not exceed five (5) years.

SECTION XIV. OTHER EXPENSES

25. Except as otherwise stated herein, the Town shall be exclusively responsible for and shall pay for and hold harmless and indemnify the City for the cost of any and all inspections, studies, evaluations, environmental impact statements or other similar expenses, which shall be incurred or requested by any state or federal agency in connection with the design, approval and implementation of this agreement. It is further expressly agreed that the Town shall indemnify and hold harmless the City, including the reimbursement of reasonable attorneys' fees, from any litigation or other action initiated by third parties in opposition to the design, development, construction and operation of Sewer Districts within the Town of Rotterdam and/or the implementation of this Agreement, provided that such litigation or other action does not arise out of the City's actions or omissions.

SECTION XV. SEVERABILITY/LIMITATIONS

26. In the event any item, paragraph, sentence or phrase of this agreement shall be declared unconstitutional or invalid for any reason by any court of competent jurisdiction the remaining terms and provisions hereof shall remain effective.

27. The parties further acknowledge and agree that the City shall have no liability financial or otherwise, to the Town of Rotterdam, its successors or assigns, or any other person or entity, by reason of its inability to accept wastewater as contemplated by the terms of this agreement which shall be due to any failure of its equipment, governmental action, natural disaster or public emergency.

28. The Parties agree that they will review and revise this Agreement to ensure compliance with Federal Clean Water Act (42 USC §1251 et. seq.) and rules and regulation (40 CFR Part 403) issued hereunder, as shall be necessary but at least once every five (5) years, on a date to be determined by the Parties.

29. The City of Schenectady as the Control Authority may terminate this Agreement by providing 90 days written notice to the Town of Rotterdam, by reason of any failure to

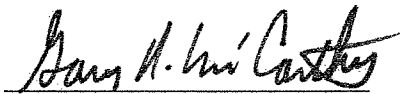
comply with USEPA standards or pursuant to the City's Sewer Use Ordinance. All benefits and obligations under this Agreement will cease following 90 days from the receipt of such notice.

30. If the authority of the City of Schenectady to act as agent for the Town of Rotterdam under this Agreement is questioned by an industrial user, court of law or otherwise, the Town of Rotterdam shall take whatever action necessary to ensure the implementation and enforcement of its sewer use local law against industrial users, including but not limited to, implementing and enforcing its sewer use local law on its own behalf and/or amending this Agreement to clarify the City of Schenectady's authority. In the event the Town of Rotterdam shall fail to take such action, the City of Schenectady shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officials the date and year first above written.

CITY OF SCHENECTADY

TOWN OF ROTTERDAM



Gary R. McCarthy
Mayor



Steven A. Tommasone
Town Supervisor

STATE OF NEW YORK }
COUNTY OF SCHENECTADY } ss.
CITY OF SCHENECTADY }

On this 11th day of July 2021, before me, the subscriber, personally appeared **Gary R. McCarthy**, to be personally known, who, being by me duly sworn, did depose and say, that he resides in the City of Schenectady, New York, the municipal corporation described in and he executed the foregoing instrument; that he knows the corporate seal of the City; that the seal affixed to this instrument is that corporate seal; that it was affixed pursuant to Section 55 of the Second Class Cities Law of the State of New York and by authorization of the Council of the City of Schenectady pursuant to Resolution No. 2021 - 133 adopted, and that he signed his name thereto by like order.



Notary Public, State of New York

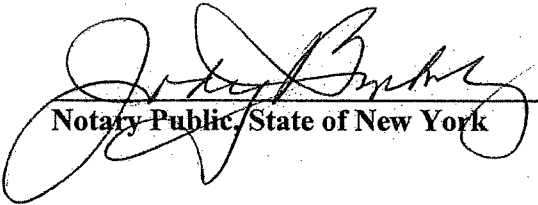
ANDREW BENJAMIN KOLDIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KO6353906
Qualified in Schenectady County
My Commission Expires 01-30-20 25

10

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

}
} ss.
}

On this 8th day of July 2021, before me, personally came **Steven A. Tommasone** to me known, did depose and say, that he resides in the Town of Rotterdam; that he is the **Town Supervisor** of the Town of Rotterdam, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed and that he signed his name thereto.


Notary Public, State of New York

JODY BINKLEY
Notary Public, State of New York
No. 01B15028035
Qualified in Schenectady County
Commission Expires May 23, 2022

Appendix A

Sewer District Descriptions and Rate Schedule

Sewer District 3

Locations:

Tax Map #	Address	# of Units	Description
48.19-11-10	842 Vischer Avenue	2	2 Family House
48.19-11-11	846 Vischer Avenue	1	
48.19-11-12	850 Vischer Avenue	2	2 Family House
48.19-11-13	854 Vischer Avenue	1	
48.19-11-14	858 Vischer Avenue	1	
48.19-11-15	862 Vischer Avenue	1	
48.19-11-16	866 Vischer Avenue	1	
48.19-11-2	806 Vischer Avenue	1	
48.19-11-3	810 Vischer Avenue	1	
48.19-11-4	818 Vischer Avenue	1	
48.19-11-5	824 Vischer Avenue	1	
48.19-11-6	826 Vischer Avenue	2	2 Family House
48.19-11-7	830 Vischer Avenue	2	2 Family House
48.19-11-8	834 Vischer Avenue	1	
48.19-11-9	838 Vischer Avenue	1	
48.19-18-1	902 Vischer Avenue	1	
48.19-18-2	906 Vischer Avenue	1	
48.19-18-3	910 Vischer Avenue	1	
48.19-18-4	914 Vischer Avenue	1	
48.19-18-5.1	918 Vischer Avenue	1	
48.19-18-6	922 Vischer Avenue	1	
48.19-18-7	926 Vischer Avenue	1	
48.19-18-8	Vischer Avenue	0	Vacant
48.19-18-9	938 Vischer Avenue	1	
48.20-1-1	845 Vischer Avenue	0	Vacant
48.20-1-10	921 Vischer Avenue	1	
48.20-1-11	925 Vischer Avenue	1	
48.20-1-12	929 Vischer Avenue	1	
48.20-1-13	Vischer Avenue	0	Vacant
48.20-1-14	937 Vischer Avenue	1	
48.20-1-15	941 Vischer Avenue	1	
48.20-1-16	945 Vischer Avenue	1	

48.20-1-17	949 Vischer Avenue	1	
48.20-1-18	957 Vischer Avenue	2	2 Family House
48.20-1-19	965 Vischer Avenue	2	2 Family House
48.20-1-20	969 Vischer Avenue	1	
48.20-1-21	973 Vischer Avenue	1	
48.20-1-22	977 Vischer Avenue	1	
48.20-1-23	981 Vischer Avenue	1	
48.20-1-24	985 Vischer Avenue	1	
48.20-1-25	2541 Guilderland Avenue	260,790 gallons	Based on Metered Water
48.20-1-26	2539 Guilderland Avenue	0	Parking Lot
48.20-1-27	2513 Guilderland Avenue	22,100 gallons	Based on Metered Water
48.20-1-4	861 Vischer Avenue	2	2 Family House
48.20-1-5	865 Vischer Avenue	1	
48.20-1-6	905 Vischer Avenue	1	
48.20-1-7	909 Vischer Avenue	1	
48.20-1-8	913 Vischer Avenue	2	2 Family House
48.20-1-9	917 Vischer Avenue	1	
48.20-2-1	901 Draper Avenue	450,000 gallons	Based on Metered Water
48.20-2-18	2636 Stanton Street	230,000 gallons	Part of Draper Loft Apartments
48.20-2-19	2634 Stanton Street	1	
48.20-2-2	976 Vischer Avenue	1	
48.20-2-20	2639 Stanton Street	1	
48.20-2-21	2626 Stanton Street	1	
48.20-2-22	2622 Stanton Street	1	
48.20-2-23	2618 Stanton Street	1	
48.20-2-3	980 Vischer Avenue	1	
48.20-2-4	984 Vischer Avenue	2	2 Family House
48.20-2-5	988 Vischer Avenue	1	
48.20-3-27	2502 Guilderland Avenue	1	
48.20-3-28	2510 Guilderland Avenue	1	
48.20-3-29	2516 Guilderland Avenue	1	
48.20-3-31.11	Guilderland Avenue	0	Vacant
48.20-3-31.12	2530 Guilderland Avenue	4	3 Apts/1 Shop
48.20-3-36.1	2554 Guilderland Avenue	1	
48.20-3-37	2548 Guilderland Avenue	1	
48.20-3-38	2544 Guilderland Avenue	258,810 gallons	Based on Metered Water
	Total Residential Units	70	Plus 5 Metered Users
	Total Properties	63	

- Sewer District 3 Outside Unmetered Residential Rate of four hundred twenty-six and 11/100 dollars (\$426.11)/ per unit annually
- Sewer District 3 Outside Metered Rate of three and 40/100 dollars (\$3.40)/per one thousand (1000 gallons), plus forty-two and 74/100 dollars (\$42.74) per property annually

Sewer District 4

Location: Hamburg Street (properties located between Chism Street and Glengary Road)

Number of Properties: 5

Tax Map Nos.: 49.19-6-21
49.19-6-22
49.19-6-23
49.19-6-24
49.19-5-3

Total Number of Units: Eight (8) residential units

- Sewer District 4 Outside unmetered residential rate four hundred twenty-six and 11/100 (\$426.11)/per unit annually

The Dutch Manor Nursing and Rehad Centre

- Total number of full time employees x forty three and 64/100 dollars (\$43.64), plus total number of beds x one hundred sixty one and 29/100 dollars (\$161.29) annually
- Note: The total number of full time employees = total number of part time employees/two (2), plus the total number of full time employees

Sewer District 5-A (Metered Rate)

Location: Rotterdam Industrial Park (Former Army Depot)

Number of Properties/Users: See attached map of Sewer District 5-A

Sewer District 5-A Outside Metered Rate of three and 40/100 dollars (\$3.40)/per one thousand (1,000) gallons, plus two thousand seven hundred seventy and 16/100 dollars (\$2,770.16) annually.

Sewer District 6-A (Metered Rate)

Location: Highbridge Road

Number of Properties: 5

Tax Map Nos.:	59.19-4-2.1	Time Warner
	59.20-6-6	Highbridge Pizza
	59.20-6-7	Highbridge and Cream
	59.20-6-9.21	Cumberland Farms
	59.20-9-2	Viscusi – Casa Visco

Amount of Waste Generated:	Time Warner	737,250 gallons
	Highbridge Pizza	645,000 gallons
	Highbridge and Cream	331,500 gallons
	Cumberland Farms	75,000 gallons
	Casa Visco	588,000 gallons

Sewer District 6-A Outside Metered Rate of three and 40/100 dollars (\$3.40)/per one thousand (1000) gallons, plus four hundred twenty-six and 11/200 dollars (\$426.11) annually.

Sewer District 7 (Hamburg Street)

59.15-5-1.1	Richard Leszczynski	2675 Hamburg Street
59.15-5-35.1	Chu Ren Wang	2697 Hamburg Street
59.15-5-36	First National Bank of Scotia	2695 Hamburg Street
59.15-8-2.11	John Galluzzo	204 Stoodley
59.15-8-21.1	David DiCocco	2783 Hamburg Street
59.15-8-22.1	Kathleen Carroll	2779 Hamburg Street
59.15-9-16.1	Julian Housel	2775 Hamburg Street
59.15-9-17.1	Mohonasen School District	Hamburg Street
59.15-9-18.11	Victory Christian Church Inc.	2739 Hamburg Street
59.15-9-18.311	2727 Hamburg Street Plaza Inc	2727 Hamburg Street
59.15-9-19.21	Michael Putorti	2703 Hamburg Street
59.18-4-23.1	Abounding Grace Christian Church	3060 Hamburg Street
59.18-4-24.11	St. Gabriel the Archangel Church	3040 Hamburg Street
59.18-4-26.211	D'Annunzio Ordine Figli D'Ital, Loggia Gabriele	2984 Hamburg Street
59.18-4-27	RU Hamburg Street LLC	2976 Hamburg Street
59.18-4-28	Campagnano Family Irrev Trust	2968 Hamburg Street

59.18-4-29.1	Sandra Rudesheim	2958 Hamburg Street
59.18-4-31.3	Daniel Ciampino	Hamburg Street
59.18-4-32.1	Fabio Urbano	2950 Hamburg Street
59.18-4-33.11	St. Adelbert's Cemetery	Hamburg Street
59.18-4-34.211	Frank Marco	2988 Hamburg Street
59.18-4-67	Ugo Popolizio	Hamburg Street
59.19-1-1.11	Joseph Flis	2787-2789 Hamburg Street
59.19-1-1.31	Dino Viscusi	2793 Hamburg Street
59.19-1-10.1	Fabio Urbano	2967 Hamburg Street
59.19-1-11.1	Thomas Skorupski	2971 Hamburg Street
59.19-1-12.1	Dorothy Meysner	2975 Hamburg Street
59.19-1-2.1	Mark Viscusi	2905-2907 Hamburg Street
59.19-1-3.1	Delphine Ann Kerzick	2909 Hamburg Street
59.19-1-4.1	Mike McQuire	2917 Hamburg Street
59.19-1-5.1	RCZES LLC	2925 Hamburg Street
59.19-1-6.1	RCZES LLC	2933 Hamburg Street
59.19-1-7.1	Emilo Pennacchia	2945 Hamburg Street
59.19-1-8.11	Rajendra Dhanraj	2953 1/2 Hamburg Street
59.19-1-8.21	Rick Ramsey	2953 Hamburg Street
59.19-1-9.1	James Wilson	2957 Hamburg Street
59.19-5-1.1	Schenectady Co Comm Mental	2999 Hamburg Street
59.19-5-2.1	NYS Assoc Retarded Children	Hamburg Street
59.19-5-3.1	William Joseph Purdy	2981 Hamburg Street
59.7-1-34	Richard Chagnon	198 Butler Street
59.7-6-10	James Diegel	2248 Hamburg Street
59.7-6-11	Jeremiah Edwards	2252 Hamburg Street
59.7-6-12	Christopher Senecal	2256 Hamburg Street
59.7-6-13	Amanda Marie Santuccione	2260 Hamburg Street
59.7-6-14.1	Frank Ruzza	2266 Hamburg Street
59.7-6-15.1	Miguel Rodriguez	2274 Hamburg Street
59.7-6-16.1	Felipe Cruz	2302 Hamburg Street
59.7-6-17	Eric Rickson	2306 Hamburg Street
59.7-6-18	Kenneth Sherman	2310 Hamburg Street
59.7-6-19	Cindy Hamilton	2314 Hamburg Street
59.7-6-20	Angela Banardo	2318 Hamburg Street
59.7-6-21	Dian Diotte	202 Chepstow Road
59.7-6-9	Joan Bacon	2238 Hamburg Street
59.7-7-10.1	Vincenza Polsinelli	2259 Hamburg Street
59.7-7-11	Michael David Vrooman	2251 Hamburg Street
59.7-7-12.1	Michele GilChrist	2237 Hamburg Street

59.7-7-12.21	Toni Bascue	2231 Hamburg Street
59.7-7-6.1	Stephen Trestick	2275 Hamburg Street
59.11-11-1.1	AREC 8 LLC	2516 Hamburg Street
59.11-11-2.1	BLS Plaza, LLC	2654 Hamburg Street
59.11-11-3.1	David Kniskern	2666 Hamburg Street
59.11-11-4.1	Peter Andrikopoulos	2688 Hamburg Street
59.11-11-5.1	2692 Hamburg Street LLC	2692 Hamburg Street
59.11-12-1.1	Rose Caldarazzo	2501 Hamburg Street
59.11-12-10.1	Catherine McGuire	2545 Hamburg Street
59.11-12-12.11	Ronald Romano	2553 Hamburg Street
59.11-12-13.1	Ronald Romano	2557 Hamburg Street
59.11-12-2.1	Rose Caldarazzo	2505 Hamburg Street
59.11-12-3.1	Rose Caldarazzo	2509 Hamburg Street
59.11-12-4.1	Michael Guidarelli	2513-2519 Hamburg Street
59.11-12-5.1	Scott Soule	2521 Hamburg Street
59.11-12-6.1	Richard Putnam	2529 Hamburg Street
59.11-12-7.1	Richard Putnam	2533 Hamburg Street
59.11-12-8.1	Julian Housel	2537 Hamburg Street
59.11-12-9.1	Kevin Denny	2541 Hamburg Street
59.11-2-10.1	Jordan Alburger	2422 Hamburg Street
59.11-2-11.1	Half Pint Investments, LLC	2428 Hamburg Street
59.11-2-12.11	Tenny Picou	2430 Hamburg Street
59.11-2-12.21	Toni Bascue	2432 Hamburg Street
59.11-2-8.1	Jeffery Riccio	2414 Hamburg Street
59.11-2-9.1	Gregory Helf	2418 Hamburg Street
59.11-3-10.1	Beenta Mootoo	2358 Hamburg Street
59.11-3-8.11	Carman United Methorist Church	Hamburg Street
59.11-4-2.11	Barbara Cole	2305 Hamburg Street
59.11-4-3.21	Motilal Ramroop	2313 Hamburg Street
59.11-4-4.11	Thanh Mai	2319 Hamburg Street
59.11-4-4.21	Kevin Lieu	2323 Hamburg Street
59.11-4-5	Thomas Boniecki	2329 Hamburg Street
59.11-4-6.1	Todd Reynolds	2337 Hamburg Street
59.11-4-7	Michael Vrana	2345 Hamburg Street
59.11-6-16.11	Play by Play Sports Bar & Grill	2460 Hamburg Street
59.11-6-51.21	Michael McQuire	Cardiff Road
59.11-7-3.11	Fire District #3	Hamburg Street
59.11-7-4.1	DBG Property Assoc Inc.	2415 Hamburg Street
59.11-7-6.1	Michael McQuire	2457 Hamburg Street
59.14-15-16.11	Titan Valley Developers Inc.	2780 Hamburg Street
59.14-15-17.11	Shree Sai Hotel, Inc.	2784 Hamburg Street

59.14-15-19	Shree Sai Hotel, Inc.	2788 Hamburg Street
59.14-15-20	Walter Combs	2792 Hamburg Street
59.14-15-21.1	Bret Carlone	2796 Hamburg Street
59.15-1-1.11	Highbridge Develop Rt 146 LLC	2696 Hamburg Street
59.15-1-1.21	Highbridge Develop Rt 146 LLC	2694 Hamburg Street
59.15-1-2.1	Newberry Enterprizes LLC	2706 Hamburg Street
59.15-1-4.1	Mundy Enterprises Inc.	2710 Hamburg Street
59.15-1-6.111	Stewarts Shops Corp	2740 Hamburg Street
59.15-1-7.1	Patricia Truscello	2742 Hamburg Street
59.15-1-8.11	Richard Salamack	2746 Hamburg Street
59.15-1-9	Churen Wang	2770 Hamburg Street
59.15-2-1.1	Town of Rotterdam Sr. Center	Hamburg Street
59.15-2-2.1	Bradford Silver	2637 Hamburg Street
59.15-2-3.1	Bradford Silver	2633 Hamburg Street
59.15-2-4.1	Michael Mason	2629 Hamburg Street
59.15-2-5.1	Kyle Housel	2625 Hamburg Street
59.15-2-6.1	Michael Kane	2621 Hamburg Street
59.15-2-8.11	Rotterdam Associates	2617 Hamburg Street
59.7-7-7.1	Elaine Schuppe	2271 Hamburg Street
59.7-7-8.1	Richard Dupont	2267 Hamburg Street
59.7-7-9.1	Biagio Polsinelli	2265 Hamburg Street
71.7-1-1	Victor Fiano	Hamburg Street
71.7-1-2	3029 Hamburg Street LLC	3029 Hamburg Street
71.7-1-3.1	Mark Zyskowski	3041 Hamburg Street
71.7-1-4.1	Christina King	3049 Hamburg Street
71.7-1-5	Nedvidek Living Trust, William & Dorothy	3057 Hamburg Street
71.7-1-6.111	Sunoco Inc.	3065 Hamburg Street
59.7-6-21.1	Amanda Shaw	202 Chepstow Road

- Sewer District 7 Outside Unmetered Residential Rate of four hundred twenty-six and 11/100 dollars (\$426.11)/per unit annually
- Sewer District 7 Outside Metered Rate of three and 40/100 dollars (\$3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 (\$42.74)/per property annually

Sewer District 7, Ext. No. 1 (Whispering Pines)

71.5-1-5.111	Lecce Senior Living, LLC	2200 Helderberg Avenue
71.5-1-5.112	Lecce Senior Living, LLC	2188 Helderberg Avenue
71.5-1-7.1	Lecce Senior Living, LLC	2196 Helderberg Avenue
71.5-1-8.112	Lecce Senior Living, LLC	2208 Helderberg Avenue
71.5-1-8.111	Lecce Senior Living, LLC	Helderberg Avenue
71.5-1-9	Lecce Senior Living, LLC	2204 Helderberg Avenue
71.9-2-21.11	Lecce Senior Living, LLC	Fort Hunter Road

- Sewer District 7, Ext. No. 1 Outside Unmetered Residential Rate of four hundred twenty-six and 11/100 dollars (\$426.11)/per unit annually
- Sewer District 7, Ext. No. 1 Outside Metered Rate of three and 40/100 (\$3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 (\$42.74)/per property annually

Sewer District 7, Ext. No. 2 (Carman Road)

71.6-3-23.3	Cumberland Farms Inc.	3086 Carman Road	3
71.6-3-26	Kurt Gebhardt	3096 Carman Road	1
71.6-3-25	Dominick Leone	3092 Carman Road	1
71.6-3-31.1	Dominick Leone	3120 Carman Road	2
71.6-3-29	3108 Carman Road LLC	3108 Carman Road	1
71.6-3-32	Thomas Leone	3132 Carman Road	1
71.6-3-28	Deborah Hoelzli	3100 Carman Road	1
71.6-5-10	Pine Grove Apartments, LLC	3107 Carman Road	20
71.6-5-8	Pine Grove Apartments, LLC	3111 Carman Road	20
71.6-5-9	Pine Grove Apartments, LLC	3109 Carman Road	20
71.7-1-11.2	Rotterdam Housing Dev Fund Co	Marra Lane	50
71.6-5-1.31	Metro Ten Hotel, LLC	3081 Carman Road	22
71.6-5-3.1	Brothers Property Management	3157 Carman Road	32
71.6-4-18	Steven Potter	3180 Carman Road	1
71.6-4-17	Dean Attanasio	3184 Carman Road	1
71.6-4-16.112	Dean Attanasio	1223 Ft. Hunter Road	5

71.6-5-6	Wayto Road Assoc, LLC	300 Wayto Road	1
71.6-4-19	Gladys Zajan	3172 Carman Road	1
71.6-5-5.2	Joseph Lucarelli	3160 Marra Lane	19
71.6-5-5.1	John Raucci	3164 Marra Lane	12
71.6-5-2.111	Michael Valletta	3125 - 3133 Carman Road	3
71.6-5-4	Michael Adams	3159 Carman Road	2
71.6-4-20.21	Fort Hunter Reserve, LLC	1175 Ft. Hunter Road	108
71.6-4-21.21	Philomena Apartments Inc.	3156 Carman Road	0
71.6-4-22	Stephen McDonald	3140 Carman Road	1

- Sewer District 7, Ext. No. 2 Outside Unmetered Residential Rate four hundred twenty-six and 11/100 (\$426.11)/per unit annually
- Sewer District 7, Ext. No. 2 Outside Metered Rate of three and 40/100 (\$3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 (\$42.74)/per property annually

Sewer District 7, Ext. No. 3A and 3B (Curry Road East (A) & West (B))

Ext. No. 3B (West)

59.14-9-1.1	Dennis Amrock	2353 Curry Road	1
59.14-9-2	Stacey Abrams	2349 Curry Road	1
59.14-9-4.1	Louis Lupi	2343 Curry Road	1
59.14-9-5	Edward Nagay	2337 Curry Road	1
59.14-9-6.1	Cheryl & Jennifer LLC	2331 Curry Road	2
59.14-9-7	Michael Pachucki	2323 Curry Road	1
59.14-9-8	Natasha Morelli	2317 Curry Road	1
59.14-9-9	Curry Road Property Assoc	2315 Curry Road	2
59.18-2-1	VSH Realty Inc	2300 Curry Road	1
59.18-2-2.1	DiDonato Family Irrev Trust	2334-2336 Curry Road	2
59.18-2-3	Tyler Crowley	2346 Curry Road	1
59.18-2-4	Stanley Weaver	2348 Curry Road	1
59.18-2-5	Joseph Tannatta	2354 Curry Road	1
59.18-2-6	Ernest Rau	2358 Curry Road	1
59.18-2-7.1	L. O'Shea Realty LLC	2364 Curry Road	8
59.18-2-8	Leonard Pinkowski	2370 Curry Road	1
59.18-2-9	Eileen Barbour	2390 Curry Road	1
59.18-2-10	Anthony DiCocco	2394 Curry Road	1

59.18-2-11	Donald Martin	2400 Curry Road	1
59.18-2-12	Brian Crowder	2402 Curry Road	1
59.18-2-13	NJCC-NYS CRP REO Subsidiary	2404 Curry Road	1
59.18-2-14	Kathleen Phelan	2406 Curry Road	1
59.18-2-15	Frank Conte	2412 Curry Road	1
59.18-2-16	Jacquelyn DeTeso Irr Trust	2416 Curry Road	1
59.18-2-17	Michael Tommasone	2424 Curry Road	1
59.18-2-18	Michel Thomas	2428 Curry Road	1
59.18-2-19	Joseph Crounse	2432 Curry Road	1
59.18-2-20	Jeffery Ziobrowski	2436 Curry Road	1
59.18-2-21	Katlyn Ogborn	2440 Curry Road	1
59.18-2-43	Leonard Pinkowski	Ft Hunter Road	1
59.18-2-53	Michael DeWitt	2338-2340 Curry Road	2
59.18-2-54	Dennis Pasquarella	2342-2344 Curry Road	2
59.18-4-1	Vanessa Root	2359 Curry Road	1
59.18-4-2	Cole Shickle	2363 Curry Road	1
59.18-4-3.1	John Miller	2365 Curry Road	1
59.18-4-3.2	John Miller	Curry Road	1
59.18-4-4	Frederick Ella	2367 Curry Road	1
59.18-4-5	Kyle Eady	2371 Curry Road	1
59.18-4-7.1	Cooper Donna Starlete Bates	Curry Road	1
59.18-4-7.2	Cooper Donna Starlete Bates	2391 Curry Road	2
59.18-4-8	Daniel Burke	2395 Curry Road	1
59.18-4-9.1	Suchocki Family Trust Leonard	2397 Curry Road	1
59.18-4-10.1	James Zalewski	2405 Curry Road	1
59.18-4-11	Rotterdam Partners LP	2415 Curry Road	44
59.18-4-12	Ryan Wolford	2427 Curry Road	1
59.18-4-13	Anthony Baccari	2429 Curry Road	1
59.18-4-14	Anthony Baccari	2433 Curry Road	1
59.18-4-15	John Sawyer	2437 Curry Road	1
59.18-4-16	Brendan Shields	2441 Curry Road	1
59.18-4-17	James Damiano	2445 Curry Road	1
59.18-4-18	James Dunn	2449 Curry Road	1
59.18-4-19	Denis Clyne	2451 Curry Road	1
59.18-4-20	Megan Gardy	2467 Curry Road	1
59.18-4-21	Edward LaBarge	2471 Curry Road	1
59.18-4-22	Ryan Mugits	2475 Curry Road	1
71.6-3-15	Town of Rotterdam	1160 Fayette Drive	0
71.6-3-16	William Butterfield	2452 Curry Road	1
71.6-3-17	Gerald Barry	2456 Curry Road	1
71.6-3-18	James Haley	2490 Curry Road	1
71.6-3-19	James Haley	Curry Road	1

71.6-3-20	Jacob Raucci	2524 Curry Road	2
71.6-3-21	John Caffarella	2528 Curry Road	2
71.6-3-22	John Caffarella	2532 Curry Road	2
59.18-4-6	New Apostle Church	2381 Curry Road	1

- Sewer District 7, Ext. No. 2 Outside Unmetered Residential Rate four hundred twenty-six and 11/100 (\$426.11)/per unit annually
- Sewer District 7, Ext. No. 2 Outside Metered Rate of three and 40/100 (\$3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 (\$42.74)/per property annually

Ext. No. 3A (East)

71.7-1-7.1	Lupien Realty Co Inc	2601 Curry Road	1
71.7-1-8	Victor Fiano	2621 Curry Road	1
71.7-1-9	Victor Fiano	2625 Curry Road	1
71.7-1-10	DescroVitro Glaze of Sch'dy Inc.	2675 Curry Road	1
71.7-1-11.1	Crown Atlantic Co LLC	Curry Road	1
71.7-1-12.4	Joseph Vivian	2630 Curry Road	1
71.7-1-12.133	Curry Manor	2650 Curry Road	16
71.7-1-12.112	Curry Manor	2660 Curry Road	16
71.7-1-12.311	Earl Page Kiamisha Page	2632 Curry Road	1
71.7-1-13	Anthony Manzi	2644 Curry Road	1
71.7-1-14	Jesse Jacobs	2640 Curry Road	1
71.7-1-15	Kevin Dickinson	2636 Curry Road	1
71.7-1-16.1	Kevin Dickinson	2628 Curry Road	1
71.7-2-21.2	Sportime Schenectady LLC	Curry Road	1
71.7-2-22	Sportime Schenectady LLC	2699 Curry Road	18
71.7-2-21.1	Sportime Schenectady LLC	E. Campbell Road	0
71.7-2-24.1	Alan Knizek	2689 Curry Road	1
71.7-2-24.212	Kim Ramsey	2696 Curry Road	1
71.7-2-24.22	Kim Ramsey	Curry Road	1
71.7-2-25	Alice Knizek	2681 Curry Road	1
71.7-2-24.211	Kim Ramsey	2696 Curry Road	1

- Sewer District 7, Ext. No. 3A Outside Unmetered Residential Rate four hundred twenty-six and 11/100 (\$426.11)/per unit annually

- Sewer District 7, Ext. No. 3A Outside Metered Rate three and 40/100 (\$3.40)/per one thousand (1000) gallons, plus forty-two and 74/100 (\$42.74)/per property annually

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard Rotterdam, New York on Wednesday, May 27, 2020 at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 162.20

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby extends the existing suspension of sewer connection fees, contained in the schedule of fees, in effect for Sewer District 7 and any district extensions of Sewer District 7, until June 1, 2025, to encourage connection to any existing or newly constructed sewer main in Sewer District 7.

SECTION 2. This resolution shall become effective May 27, 2020.

DATED: May 27, 2020

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on May 27, 2020 and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's Office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this May 28, 2020.

Diane M. Marco, Town Clerk

RESOLUTION NO. 219.22

TO AMEND RESOLUTION 174.22 REGARDING PURCHASE OF CHLORINE GAS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Resolution 174.22 is hereby amended to renumber Section 2 and Section 3 thereof as Section 3 and Section 4, respectively.

SECTION 2. Resolution 174.22 is hereby amended to add a new Section 2 to read in its entirety as follows: The Town Board reserves all of its legal rights with respect to purchasing pursuant to the original contract award pursuant to Resolution 140.22 to the fullest extent. Neither this Resolution 219.22, nor any purchases made pursuant to this Resolution 219.22, shall be deemed as any waiver of any rights or remedies the Town may have against JCJ Jones Chemical, Inc. (Sarasota, Florida) or any other supplier of Chlorine Gas.

SECTION 3. This resolution shall become effective July 13, 2022

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 7, 2022

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Amend Resolution 174.22 regarding purchase of chlorine gas

TOWN BOARD MEETING: July 13, 2022

Background Information: Per the attorney for the Town, it was recommended that moving forward in respect to the purchase of chlorine gas there be wording added to resolution 174.22 that allows the Town Board to reserve legal rights/remedies under the original contract award.

Evaluation/Analysis: To protect the original contracted award and prevent any possible price gouging of chlorine gas.

Recommendation(s): Amend 174.22

Attachment/Document(s): Resolution 174.22

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

RESOLUTION NO. 174.22

TO AUTHORIZE PURCHASE OF CHLORINE GAS

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

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

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

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

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

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

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

DATED: May 11, 2022

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on May 11, 2022, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

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



Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 220.22

**TO AUTHORIZE A SETTLEMENT OF LITIGATION IN
PUTORTI v. TOWN OF ROTTERDAM**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the settlement of litigation in *Putorti v. Town of Rotterdam et al.*, Schenectady County Supreme Court Index No. 2021-766, in an amount not to exceed \$17,000.00, in exchange for a General Release and execution and filing of a Stipulation of Discontinuance with Prejudice, and hereby authorizes Argonaut Group, USA, Sedgwick Claims, Bailey, Johnson & Peck, P.C., each of their respective designee(s), and the Town Supervisor to execute any and all documents and instruments as may be necessary to effectuate such settlement.

SECTION 2. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 5, 2022

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: To authorize a settlement of litigation in Putorti v. Town of Rotterdam

TOWN BOARD MEETING: July 13, 2022

Background Information: There has been a pending litigation matter between the Town of Rotterdam and Putorti that has now reached a settlement.

Evaluation/Analysis: The Towns insurance company recommended the settlement.

Recommendation(s): Authorize the Town Supervisor to execute and all documents and instruments as may be necessary to effectuate such settlement.

Attachment/Document(s): General release and stipulation of discontinuance with prejudice.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Attorney for the Town

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That

MICHAEL D. PUTORTI, (hereinafter “**RELEASOR**”), in consideration of the total payment of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), lawful money of the United States of America to me, including Seventeen Thousand Dollars and 00/100 (\$17,000.00) in hand paid by **TOWN OF ROTTERDAM, ARGONAUT GROUP, USA, AND SEDGWICK CLAIMS** and Eight Thousand and 00/100 Dollars (\$8,000.00) paid by **SUKHDEV SINGH, S&G ROOFING, AND S&G ROOFING, INC.**, (hereinafter “**RELEASEES**”), the receipt of which is hereby acknowledged, have remised, released, and forever discharged, without any admission of liability, and by these presents do so for herself and her heirs, executors, administrators, assignees, subrogees, trustees, obligatees, receivers, attorneys, insurers, agents, servants, representatives, employees, partners, predecessors and successors in interest and remise, release and forever discharge and hold harmless **TOWN OF ROTTERDAM, ARGONAUT GROUP, USA, SEDGWICK CLAIMS, SUKHDEV SINGH, S&G ROOFING AND S&G ROOFING, INC.**, their heirs, executors, administrators, assignees, subrogees, trustees, obligatees, receivers, attorneys, insurers, agents, servants, representatives, employees, partners, predecessors and successors in interest, assigns of and from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever of every name and nature, and whether now known or hereinafter discovered, and whether now existing or hereinafter arising, both at law, admiralty or equity, which against the **RELEASEES**, the **RELEASOR**, her heirs, executors, administrators, assignees, subrogees, trustees, obligatees, receivers, attorneys, insurers, agents, servants, representatives, employees, partners, predecessors and successors in interest and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this **RELEASE**.

This **RELEASE** is applicable to any and all claims for damages, including but not limited to personal injury, economic loss, medical expenses, derivative claims and attorney’s fees, which **RELEASOR** may have against the **RELEASEES** arising out of events taking place in or around December, 2020, including any and all claims alleged or which could have been alleged in the Complaint, dated April 1, 2021, and filed in the Schenectady County Clerk’s Office on or about April 27, 2021, under Schenectady County Supreme Court Index No. EF2021-766.

RELEASOR fully understands that the underlying action involves arguable and disputed questions of fact and law, that the liability of the Releasees for the above-mentioned matter is disputed and that payment provided for herein is not to be construed as an admission of liability, which is expressly denied, and that this Release arises solely from compromise.

This is a full and final Release applying to all unknown and unanticipated injuries or damages, including any and all claims now existing or which may arise in the future, arising out said matter or event, as well as those not known or disclosed. The undersigned expressly waives any right or claim of right to assert hereafter that any claim, demand, obligation and/or cause of

action has, through ignorance, oversight or error, been omitted from the terms of this Release, and further expressly waives any right or claim of right that they may have under the law of any jurisdiction under which releases, such as those herein given, do not apply to unknown or unstated claims. It is the express intent of the undersigned to waive any and all claims they have against persons and entities herein released, including any which are presently unknown, unsuspected, unanticipated, or undisclosed.

RELEASOR warrants that no outstanding liens relating to the RELEASED claims exist and that, if any liens do exist or come to exist in the future, RELEASOR will satisfy those liens in full without recourse against the RELEASEES. RELEASOR agrees to defend, indemnify, and hold harmless the RELEASEES from and against all claims that any person or entity might assert against the RELEASEES seeking satisfaction of such liens.

The RELEASOR hereby agrees to the fullest extent permitted by law to defend, indemnify, and hold harmless the RELEASEES from and against any and all claims that any person or entity might assert against the parties with respect to the RELEASED claims.

The RELEASOR acknowledges that they have not been induced to make this RELEASE by any representation made by any party hereby released or its representatives, other than the terms specifically recited in this RELEASE. The RELEASOR has had an adequate opportunity to consult with attorneys of their choice, that they understand and agree that this is a full and final settlement and intend to be bound hereby.

A photocopy or other reproduction of this RELEASE shall be valid for all legal purposes. The effect of this RELEASE shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the RELEASOR has hereunto set RELEASOR'S hand and seals on this ____ day of _____, 2022.

MICHAEL D. PUTORTI

STATE OF NEW YORK)
)ss.:
COUNTY OF SCHENECTADY)

On _____, 2022, before me, the undersigned, personally appeared **MICHAEL D. PUTORTI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEWYORK
SUPREME COURT

COUNTY OF SCHENECTADY

MICHAEL D. PUTORTI,

Plaintiff,

-against-

SUKHDEV SINGH, S & G ROOFING and
THE TOWN OF ROTTERDAM,

Defendants.

**STIPULATION OF
DISCONTINUANCE WITH
PREJUDICE**

Index No.: 2021-766

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all parties to the above-captioned action, that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the above-captioned action and all cross-claims and counterclaims be, and the same hereby are discontinued as against all defendants, with prejudice and without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.

Dated: _____

Dated: _____

By: _____

Frank Putorti, Esq.
Frank M. Putorti, Jr., P.C.
Attorneys for Plaintiff
1338 Union Street
Schenectady, NY 12308
(518) 382-1044

By: _____

Ryan P. Bailey
Bailey, Johnson & Peck, P.C.
*Attorneys for Defendant, The Town of
Rotterdam*
5 Pine West Plaza, Suite 507
Washington Avenue Extension
Albany, NY 12205
(518) 456-0082

Dated: _____

Dennis Irwin, Esq.
*Attorneys for Defendants, Sukhdev Singh
and S & G Roofing*
428 Sand Creek Road
Albany, NY 12205
(518) 438-2122

RESOLUTION NO. 221.22

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 6 OF 2022 TO AMEND CHAPTER 188 OF THE TOWN CODE RELATING TO NOISE AND SCHEDULING A PUBLIC HEARING THEREON.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. 6 of 2022 to amend Chapter 188 of the Town Code of the Town of Rotterdam relating to Noise.

SECTION 2. The Town Board hereby determines that the proposed enactment of Introductory Local Law No. 6 of 2022 is an Unlisted Action under the State Environmental Quality Review Act.

SECTION 3. The Town Board hereby determines that it is the only involved agency and therefore designates the Town Board as lead agency to conduct the review of this action pursuant to the State Environmental Quality Review Act.

SECTION 4. The Town Board hereby adopts and authorizes the Supervisor of the Town to complete and execute the Short Environmental Assessment Form in connection with Introductory Local Law No. 6 of 2022.

SECTION 5. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam, post on the Town website, and post on the Town Clerk signboard, 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 10th day of August, 2022 for the following purpose:

For the enactment of Introductory Local Law No. 6 of 2022 relating to the amendment of Chapter 188 of the Town Code of the Town of Rotterdam, relating to noise, to regulate certain activities that produce noise during certain hours. A copy of Introductory Local Law No. 6 of 2022 may be obtained by contacting the Office of the Town Clerk of the Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, NY 12306, or on the Town's website, at www.rotterdamny.org

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

DATED: July 13, 2022

Daily Gazette: Please publish once on or before July 29, 2022

Town Clerk

Post

SECTION 6. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 5, 2022

TO: Mollie A. Collins, Supervisor

FROM: Charles J. Dodson

TITLE OF REQUEST: Recommend adopting a local law relating to noise and scheduling a public hearing.

TOWN BOARD MEETING: July 13, 2022

July 13, 2022: Call for Public Hearing
August 10, 2022: Hold Public Hearing
August 10, 2022: Adopt the local law

Background Information: Received dozens of complaints for construction noise early in the morning and late in the evening, especially on weekends.

Evaluation/Analysis: The complaints that were coming in were found to be from the commercial construction sites in the area.

Recommendation(s): Recommend adopting a local law relating to noise on weekends and scheduling a public hearing

Attachment/Document(s): Intro to LL6 of 2022, Chapter 188 v proposed, Short environmental Assessment Form

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Amend Chapter 188 as stated in the attached documents.

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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Introductory Local Law No. 6 of 2022 - A Local Law to Amend Chapter 188 of the Code of the Town of Rotterdam			
Project Location (describe, and attach a location map): Town of Rotterdam (entire Town)			
Brief Description of Proposed Action: Introductory Local Law No. 6 of 2022 will clarify and amend particular hours during which certain noise-generating activities may occur, as follows: Construction, demolition and excavation: except in cases of urgent necessity and upon permit, permitted only between 6:00 am and 9:00 pm, Monday through Friday, and 7:00 am and 7:00 pm, Saturday and Sunday. Noise from tools, machinery and heavy equipment in the construction, repair, alteration of property, which can be heard inside any residence: permitted only between 6:00 am and 9:00 pm, Monday through Friday, and 7:00 am and 7:00 pm, Saturday and Sunday. Noise in the conduct of business which can be heard inside any residence: permitted only between 6:00 am and 9:00 pm, Monday through Friday, and 7:00 am and 7:00 pm, Saturday and Sunday. In addition, Introductory Local Law No. 6 of 2022 would exempt lawn mowing activities from the scope of Chapter 188, similar to the existing exemption for snow removal activities.			
Name of Applicant or Sponsor: Town Board of the Town of Rotterdam		Telephone: 518-355-7575 E-Mail: mcollins@rotterdamny.org	
Address: 1100 Sunrise Boulevard			
City/PO: Rotterdam		State: NY	Zip Code: 12303
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☐	YES ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☐	YES ☐
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☐	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☐	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☐	YES ☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO ☐	YES ☐

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO ☐	YES ☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO ☐	YES ☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Town Board of the Town of Rotterdam, by Mollie A. Collins</u> Date: <u>July 13, 2022</u> Signature: _____ Title: <u>Town Supervisor</u>		

Introductory Local Law No. 6 of 2022

A Local Law to Amend Chapter 188 of the Town Code of the Town of Rotterdam

Narrative

(See Short Environmental Assessment Form Part 1, Question 1)

The intent of the proposed action is to make minor amendments to the Town's existing Code chapter regulating noise to more clearly establish time periods during which certain noise-generating activities are permitted and prohibited, including to provide for more restricted hours on weekends, and to include an exemption for lawn-mowing activities, similar to the existing exemption for snow removal activities. The changes that would result from enactment of Introductory Local Law No. 6 of 2022 would establish the following:

- Noise from construction, demolition and excavation: except in cases of urgent necessity and upon permit, permitted only between 6:00 am and 9:00 pm, Monday through Friday, and 7:00 am and 7:00 pm, Saturday and Sunday.
- Noise from tools, machinery and heavy equipment in the construction, repair, alteration of property, which can be heard inside any residence: permitted only between 6:00 am and 9:00 pm, Monday through Friday, and 7:00 am and 7:00 pm, Saturday and Sunday.
- Noise in the conduct of business which can be heard inside any residence: permitted only between 6:00 am and 9:00 pm, Monday through Friday, and 7:00 am and 7:00 pm, Saturday and Sunday.
- Noise created by lawn maintenance activities by lawn mowers, lawn tractors, and grass/weed trimmers would be exempt from Chapter 188, similar to noise created by snow removal activities.

The proposed action may affect the following environmental resources within the Town: noise, community and neighborhood character.

Chapter 188. Noise

§ 188-1. Legislative intent; construal of provisions.

A. It is hereby declared to be the policy of the Town of Rotterdam to prevent excessive, unnecessary or unusually loud noises. It is further declared that the provisions and prohibitions hereinafter contained and enacted are in pursuance of and for the purpose of preserving, protecting and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the Town of Rotterdam and its inhabitants. It is the intent of the Town Board that this chapter will be liberally construed so as to effectuate the purpose described in this chapter.

B. This section shall be liberally construed so as to effectuate the purposes described in this section. Nothing herein shall be construed to abridge the emergency powers of any Town department or the right of such department to engage in any necessary or proper activities. Nothing herein shall abridge the powers and responsibilities of any Police Department or law enforcement agency to enforce the provisions of this chapter.

§ 188-2. Nonapplicability.

This chapter shall not apply to the operation or use of any organ, radio, bell, chimes or other instrument, apparatus or device by any church, synagogue or school. This chapter shall not apply to noise created as a result of snow removal by a snow blower or related snow-removal machinery, nor to noise created as a result of lawn maintenance by a lawn mower, lawn tractor, or grass/weed trimmer.

§ 188-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

A-WEIGHTED SOUND LEVEL [DB(A)]

The sound pressure level in decibels as measured on a sound meter using the A-weighting network slow response. The level so read is designated dB(A).

DECIBEL

A unit for measuring the volume of a sound and pressure of sound.

DEVICE

Any mechanism which is intended to produce or which actually produces sound when operated or handled.

EMERGENCY

A public disaster or an exposure of any person or property to imminent danger.

EMERGENCY SIGNAL DEVICE

Any gong, siren, whistle, air horn or similar device, the use of which on emergency vehicles is permitted by Subdivision 26 of § 375 of the New York State Vehicle and Traffic Law.

EXCESSIVE NOISE

A. Sound which is annoying, causes alarm, disturbs a reasonable person of reasonable sensitivity, unreasonably causes public inconvenience, or unreasonably disturbs the quiet use and enjoyment of one's life and property. Such sound includes but is not limited to mechanically increased volume of sounds of the human voice, musical instruments, recorded music, or any other mechanically enhanced sound-producing or -reproducing device, apparatus or device.

B. Excessive noise also includes incessant or repeated sounds that have the effect of disturbing the welfare, comfort, peace and quiet of the community, or any sound in excess of 85 decibels.

NOISE

Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

NOISE DISTURBANCE

A. Any sound which endangers or injures the safety or health of humans or animals or annoys or disturbs a reasonable person of normal sensitivities or endangers or injures personal or real property; or

B. A level of sound which, in each context described either annoys or disturbs a reasonable person of normal auditory sensitivities, or is clearly audible outside the residential, real property boundary from which it originates, or is loud, disturbing, unusual, unreasonable and unnecessary as well as audible outside the structure or the real property boundary from which it originates.

§ 188-4. Noise disturbance prohibited.

It shall be unlawful for any person to make, continue, cause, permit or allow, verbally or mechanically, any noise disturbance.

§ 188-5. Noise disturbance noises enumerated.

The following acts and the causing thereof are declared to be loud, disturbing or unnecessary noises in violation of this chapter, but the enumeration herein shall not be deemed to be exclusive:

A. Horns, signaling devices. The sounding of any horn or other signal device on any automobile, motorcycle, bus or other vehicle while stationary, except as a danger signal when an approaching vehicle is apparently out of control or, if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is

intended; the creation by means of any such signal device of any unreasonably loud or harsh sound or the sounding of any such device for an unnecessary period of time.

B. Noisy vehicles. No person shall:

(1) Use an automobile, motorcycle or other vehicle so out of repair, so loaded or in such a manner as to create loud, unnecessary grating, grinding, rattling or other noise;

(2) Operate any vehicle in such a manner as to cause unnecessary noise by spinning or squealing the tires or revving the motor of such vehicle; or

(3) Modify or cause to be modified the muffler, exhaust system or other noise-control device of any vehicle in a manner that will increase the noise emitted by such vehicle above that emitted by the vehicle when newly manufactured, regardless of the date of manufacture. The noise-control devices of any vehicle operated in the Town of Rotterdam shall be maintained and in good working order. No person shall operate or permit to be operated a vehicle where the muffler, exhaust system or other noise-control device has been so modified or has not been maintained.

(4) No person shall load any garbage or trash on a compactor truck, or any other truck, whereby the loading, unloading or handling of boxes, crates, equipment or other objects is conducted within a residential district nor within 300 feet of any hotel or motel between the hours of 11:00 p.m. and 6:00 a.m. the following day.

C. Discharge of exhaust. The discharge into the open air of the exhaust of any steam engine, stationary internal-combustion engine, motor vehicle or boat engine or motor, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

D. Construction, demolition, excavation. ~~The erection (including excavating), demolition, alteration or repair of any building other than between 6:00 a.m. and 9:00 p.m., except in~~ Except in the case of an urgent necessity in the interest of public safety and then only with a permit from the Town Building Inspector/Code Enforcement Officer, which permit may be renewed for a period of three days or less while the emergency continues, ~~the erection (including excavating), demolition, alteration or repair of any building shall be prohibited at all times except:~~

(1) Between 6:00 a.m. and 9:00 p.m. on any Monday, Tuesday, Wednesday, Thursday and Friday; and

(2) Between 7:00 a.m. and 7:00 p.m. on any Saturday and Sunday.

E. Noise near schools, other institutions. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court, while the same is in session, or adjacent to any hospital, which unreasonably interferes with the workings

of such institutions, provided that conspicuous signs are displayed in such streets indicating that the same is a school, hospital, church or court street.

F. Drums, loudspeakers, similar devices. The use of a drum, loudspeaker or any other sound-producing instrument or device for the purpose of attracting public attention by the creation of noise, except where authorized by special permit to be issued by the Chief of Police, who shall make reasonable rules and regulations therefor.

G. Sound reproduction.

(1) No person shall operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound so as to produce unreasonable or unnecessary noise at any time, except for activities open to the public or for the public benefit and for which permission has been granted by the Town of Rotterdam.

(2) Said sound reproduction shall be per se unreasonable and unnecessary if produced:

(a) Between the hours of 11:00 p.m. and 6:00 a.m. the following day in such a manner as to create noise that can be heard inside any residence, regardless of whether the windows of said residence are open.

(b) When operated in or on a motor vehicle on a public highway or in a boat on public waters or by a person on public or private property that can be heard 50 feet from such device.

(c) In such a manner as to create noise when operated by any passenger on a common carrier.

(3) It shall be prima facie evidence of a violation of this section if a noise disturbance emanating from such apparatus, machine or device is:

(a) Audible beyond the property line of the premises upon which it is being used.

(b) Audible at a distance of 25 feet from such apparatus, machine or device when operated in a public park or other public place.

H. Shouting. No person shall shout, yell, call, hoot, whistle or sing on public streets or in public places in such a manner and for such a period of time as to be unreasonable under the circumstances.

I. Noise from tools, machinery and heavy equipment in the construction, repair or alteration of property. The use of domestic or industrial tools, machinery and equipment of any kind in construction, repair or alteration of property and resulting in loud grinding, hammering, sawing and similar noise, which noise can be heard inside any

residence, regardless of whether the windows of said residence are open, shall be prohibited at all times except:

~~(1) Between the hours of 6:00 a.m. and 9:00 p.m. and 6:00 a.m. the following day, if said noise can be heard inside on any residence, regardless of whether the windows of such residence are open. Monday, Tuesday, Wednesday, Thursday and Friday; and~~

~~(2) At any other time if said noise is unnecessary or unreasonable under the circumstances.~~

(2) Between 7:00 a.m. and 7:00 p.m. on any Saturday and Sunday.

J. Noise in the conduct of any business. The creation of noise in the operation, conduct and/or maintenance of any business, factory, plant yard or manufacturing establishment (except as otherwise provided in this chapter), including but not limited to excavating, blasting, grinding, breaking, crushing or processing of any substance (where permitted), shall be prohibited resulting in noise which can be heard inside any residence, regardless of whether the windows of said residence are open, shall be prohibited at all times except:

~~(1) Between the hours of 9:00 p.m. and 6:00 a.m. the following day, if said noise can be heard inside any residence, other than in the building where the premises are located, regardless of whether the windows of said residence are open.~~

~~(2) At any other time if said noise is unnecessary or unreasonable under the circumstances.~~

(1) Between 6:00 a.m. and 9:00 p.m. on any Monday, Tuesday, Wednesday, Thursday and Friday; and

(2) Between 7:00 a.m. and 7:00 p.m. on any Saturday and Sunday.

K. The operation of restaurants, taverns, bars and discos.

(1) No restaurant, tavern, bar, nightclub, disco or other similar use, whether public or private, shall be conducted so that music or other noise caused by and/or emanating from said use can be heard:

(a) Inside any residence between the hours of 11:00 p.m. and 12:00 noon the following day, other than in the building where the premises are located, regardless of whether the windows of such residence are open.

(b) At any other time if said noise is unnecessary or unreasonable under the circumstances.

(2) Any corporation, agent, owner, operator or proprietor of such a business use or other owner, licensee or person in control of any private premises shall so limit the level of noise emanating from premises.

(3) Further, it shall be the duty of any such person to disburse any assembly of persons loitering, drinking alcoholic beverages or otherwise engaging in loud or disorderly conduct adjacent to or near the premises or to immediately notify the Town of Rotterdam Police of such conduct.

L. Fraternities and sororities, dormitories, private clubs, meeting halls, private residences. No noise from parties, entertainment, music or social gatherings of any kind, whether public or private, shall be such that noise caused by and/or emanating from said use can be heard:

(1) Between the hours of 11:00 p.m. and 12:00 noon the following day, inside any residence, regardless of whether the windows of such residence are open.

(2) At any other time if said noise is unnecessary or unreasonable under the circumstances.

M. Vibration. Operating or permitting the operation of any device that creates vibration which is above the vibration perception threshold of an individual at or beyond the property of the source if on private property or at approximately 50 feet from the source if on a public space or public right-of-way. For the purposes of this section, "vibration perception threshold" means the minimum ground- or structure-borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. This section shall not apply to construction activities performed in compliance with all applicable federal, state and any local laws and ordinances.

§ 188-6. Penalties for offenses.

Any violation of this chapter by any person, firm or corporation shall constitute a violation and shall be punishable by a fine not less than \$500 and no more than the sum of \$1,000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense. Each subsequent violation will be punishable by a fine of not less than \$1,000 nor more than \$2,000 or imprisonment for a period not to exceed 15 days, or both. Each day of continued violation shall constitute a separate, additional offense.

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

Introductory Local Law No. 6 of the year 2022

**A LOCAL LAW TO AMEND CHAPTER 188 OF THE TOWN CODE OF THE TOWN
OF ROTTERDAM**

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

INTRODUCTORY LOCAL LAW NO. 6 OF THE YEAR 2022

A LOCAL LAW TO AMEND CHAPTER 188 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1 – TITLE

This local law shall be referred to as “A Local Law to Amend Chapter 188 of the Town Code of the Town of Rotterdam”.

SECTION 2 – 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 3 – AMENDMENT

Chapter 188, entitled “Noise”, of the Town Code of the Town of Rotterdam, is hereby amended as follows:

A. Section 188-2, relating to non-applicability in certain circumstances, is amended to read in its entirety as follows:

§ 188-2. Nonapplicability.

This chapter shall not apply to the operation or use of any organ, radio, bell, chimes or other instrument, apparatus or device by any church, synagogue or school. This chapter shall not apply to noise created as a result of snow removal by a snow blower or related snow-removal machinery, nor to noise created as a result of lawn maintenance by a lawn mower, lawn tractor, or grass/weed trimmer.

B. Paragraph D of § 188-5, relating to construction, demolition and excavation, is amended to read in its entirety as follows:

D. Construction, demolition, excavation. Except in the case of an urgent necessity in the interest of public safety and then only with a permit from the Town Building Inspector/Code Enforcement Officer, which permit may be renewed for a period of three days or less while the emergency continues, the erection (including excavating), demolition, alteration or repair of any building shall be prohibited at all times except:

(1) Between 6:00 a.m. and 9:00 p.m. on any Monday, Tuesday, Wednesday, Thursday and Friday; and

(2) Between 7:00 a.m. and 7:00 p.m. on any Saturday and Sunday.

C. Paragraph I of § 188-5, relating to noise from tools, machinery and heavy equipment in the construction, repair or alteration of property, is amended to read in its entirety as follows:

I. Noise from tools, machinery and heavy equipment in the construction, repair or alteration of property. The use of domestic or industrial tools, machinery and equipment of any kind in construction, repair or alteration of property and resulting in loud grinding, hammering, sawing and similar noise, which noise can be heard inside any residence, regardless of whether the windows of said residence are open, shall be prohibited at all times except:

(1) Between 6:00 a.m. and 9:00 p.m. on any Monday, Tuesday, Wednesday, Thursday and Friday; and

(2) Between 7:00 a.m. and 7:00 p.m. on any Saturday and Sunday.

D. Paragraph J of § 188-5, relating to noise in the conduct of business, is amended to read in its entirety as follows:

J. Noise in the conduct of any business. The creation of noise in the operation, conduct and/or maintenance of any business, factory, plant yard or manufacturing establishment (except as otherwise provided in

this chapter), including but not limited to excavating, blasting, grinding, breaking, crushing or processing of any substance (where permitted), resulting in noise which can be heard inside any residence, regardless of whether the windows of said residence are open, shall be prohibited at all times except:

(1) Between 6:00 a.m. and 9:00 p.m. on any Monday, Tuesday, Wednesday, Thursday and Friday; and

(2) Between 7:00 a.m. and 7:00 p.m. on any Saturday and Sunday.

SECTION 4 – 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. ____ of 2022 of the (County)(City)(Town)(Village) of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 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.

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.

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.

* 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: _____

RESOLUTION NO. 222.22

**TO AUTHORIZE EXECUTION OF RELEASES OF CLAIMS TO FEE
OWNERSHIP AND THE ACCEPTANCE OF PERMANENT
EASEMENTS ALONG TWO AREAS OF CERTAIN REAL PROPERTY ADJACENT
TO A PORTION OF PARKLAWN AVENUE**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby authorizes the Supervisor to execute any instruments necessary to release any claim that the Town of Rotterdam may otherwise have, if any, to fee ownership of two strips of real property, one located between the southern edge of pavement of Parklawn Avenue and Tax Map Parcel 59.5-3-2, and the other located between the northern edge of pavement of Parklawn Avenue and Tax Map Parcel 58.8-7-17, in exchange for permanent easements granted in favor of the Town of Rotterdam over such two strips of real property for sanitary sewer, water, and storm water infrastructure, pedestrian/sidewalk facilities, traffic control facilities, and parking. Such release instruments shall be held by the Town in escrow, pending receipt of duly executed and filed permanent easements, in a form approved by the Attorney for the Town, from Larry and Kimberly Noyes and DeMarco-Stone Funeral Home, Inc. for such purposes.

SECTION 2. The Town Board hereby authorizes the Supervisor to accept and execute permanent easements from Larry and Kimberly Noyes and DeMarco-Stone Funeral Home, Inc. in furtherance of the transaction contemplated by this Resolution.

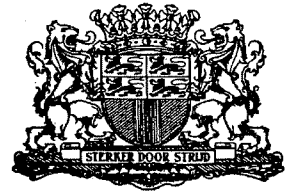
SECTION 3. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: 07/08/2022

TO: Town Board

FROM: Attorney for the Town

TITLE OF REQUEST: To Authorize Execution of Releases of Claims to Fee Ownership and the Acceptance of Permanent Easements Along Two Areas of Certain Real Property Adjacent to a Portion of Parklawn Avenue

TOWN BOARD MEETING: July 13, 2022

Background Information: Title to two strips of real property located on the north and south side of the edge of pavement of Parklawn Avenue near its intersection with Helderberg Avenue is unclear. Adjoining lot owners are seeking to resolve certain encroachments/title issues with respect to the strips of real property.

Evaluation/Analysis: Based on a review of public records, it is unlikely that the Town has fee ownership in the subject strips of real property. However, the Town does have some municipal infrastructure in the area and a potential future need for use of the subject strips of real property for municipal purposes.

Recommendation(s): Release claim of fee ownership in the subject strips of real property, in exchange for permanent easements over the subject strips of real property for municipal infrastructure, pedestrian/sidewalk facilities, parking, etc.

Attachment/Document(s): Form Permanent Easements (2); Survey and metes and bounds of subject strips of real property; 1925 Street Deed; 1924 Pinewood Gardens Subdivision Map.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Attorney for the Town

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the day of July , 2022 , by and between
Larry E. Noyes and Kimberly A. Noyes having an address of
1657 Helderberg Avenue, Schenectady, NY 12306 , party(ies) of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and
State of New York, having a mailing address of 1100 Sunrise Blvd., Schenectady, NY 12306 ,
party of the second part.

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of
One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable
consideration, paid by the party of the second part, the receipt of which is hereby
acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND
RELEASE** to the said party of the second part a permanent easement in, under, and along the
premises described in **Exhibit(s) A** hereto and depicted in the map(s) attached hereto as
Exhibit(s) B (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☒ sanitary sewer mains, pipelines, laterals, pump stations, and/or other
sanitary sewer facilities
- ☒ water mains, pipelines, laterals, hydrants, and/or other water facilities
- ☒ storm water pipelines, laterals, catch basins, detention/retention ponds,
discharges, and/or other storm water management facilities
- ☒ pedestrian facilities, including sidewalks, multi-use paths, bike racks,
benches, trash/recycling containers, and/or other pedestrian facilities
- ☒ traffic control facilities and structures
- ☐ ingress and egress
- ☒ parking
- ☐ other *(describe)*:

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate,
repair, reconstruct, and protect such above-specified existing or future facilities within such
Easement Area, to make required excavations therefor within such Easement Area, to inspect
such existing or future facilities within such Easement Area from time to time, and to otherwise
enter upon and along said Easement Area for the full and complete reasonable use, occupation,
and enjoyment of the permanent easement granted herein, along with all rights and privileges
incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second
part and its successors and assigns forever.

The party(ies) of the first part hereby covenants with the party of the second part that it(they) is(are) lawfully seized and possessed of the real property constituting the Easement Area above-described, and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions *(describe, or if none, enter "None")*:

The party of the second party hereby covenants that its exercise of rights under this Permanent Easement shall not unreasonably interfere with the current improvements within the Easement Area that are depicted on Exhibit B, hereto.

Said Easement Area BEING over, through and upon a portion of the premises conveyed by Larry E. Noyes and Kimberly A. Noyes to Larry E. Noyes and Kimberly A. Noyes in a Warranty Deed dated July __, 2022 and recorded in the Schenectady County Clerk's Office on July __, 2022, at Liber ____, Page ____.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party(ies) of the First Part:

LARRY E. NOYES

By: _____

Name: Larry E. Noyes

Title: N/A

KIMBERLY A. NOYES

By: _____

Name: Kimberly A. Noyes

Title: N/A

Party of the Second Part:

TOWN OF ROTTERDAM

By: _____

Name: Mollie A. Collins

Title: Town Supervisor

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the day of July in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Larry E. Noyes , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the day of July in the year 20 22 before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly A. Noyes , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the day of July in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Mollie A. Collins , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A
Description of Easement Area

Exhibit B
Map of Easement Area

PERMANENT EASEMENT

This **PERMANENT EASEMENT** made the day of July , 2022 , by and between
De Marco-Stone Funeral Home, Inc. having an address of
1605 Helderberg Avenue, Schenecady, NY 12306 , party(ies) of the first part, and

TOWN OF ROTTERDAM, a municipal corporation within the County of Schenectady and
State of New York, having a mailing address of 1100 Sunrise Blvd., Schenectady, NY 12306 ,
party of the second part.

WITNESSETH, that the party(ies) of the first part, for and in consideration of the sum of
One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable
consideration, paid by the party of the second part, the receipt of which is hereby
acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER, DELIVER AND
RELEASE** to the said party of the second part a permanent easement in, under, and along the
premises described in **Exhibit(s) A** hereto and depicted in the map(s) attached hereto as
Exhibit(s) B (hereinafter, the "Easement Area"), for the purposes selected below:

(check as applicable)

- ☒ sanitary sewer mains, pipelines, laterals, pump stations, and/or other
sanitary sewer facilities
- ☒ water mains, pipelines, laterals, hydrants, and/or other water facilities
- ☒ storm water pipelines, laterals, catch basins, detention/retention ponds,
discharges, and/or other storm water management facilities
- ☒ pedestrian facilities, including sidewalks, multi-use paths, bike racks,
benches, trash/recycling containers, and/or other pedestrian facilities
- ☒ traffic control facilities and structures
- ☐ ingress and egress
- ☒ parking
- ☐ other *(describe)*:

TOGETHER WITH the right to locate, place, build, construct, maintain, use, operate,
repair, reconstruct, and protect such above-specified existing or future facilities within such
Easement Area, to make required excavations therefor within such Easement Area, to inspect
such existing or future facilities within such Easement Area from time to time, and to otherwise
enter upon and along said Easement Area for the full and complete reasonable use, occupation,
and enjoyment of the permanent easement granted herein, along with all rights and privileges
incident thereto.

TO HAVE AND TO HOLD the said permanent easement unto the party of the second
part and its successors and assigns forever.

The party(ies) of the first part hereby covenants with the party of the second part that it(they) is(are) lawfully seized and possessed of the real property constituting the Easement Area above-described, and that it has good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument.

The party of the second part hereby covenants that it will promptly restore, as nearly as is reasonably practicable and in a good and workmanlike manner, any portion of the Easement Area as may be disturbed as a result of the exercise by the party of the second part of any rights granted to it hereunder, provided such restoration is not otherwise inconsistent with the rights granted to the party of the second part hereunder.

This Permanent Easement includes and/or is subject to the following additional terms and conditions *(describe, or if none, enter "None")*:

The party of the second party hereby covenants that its exercise of rights under this Permanent Easement shall not unreasonably interfere with the current improvements within the Easement Area that are depicted on Exhibit B, hereto.

Said Easement Area BEING over, through and upon a portion of the premises conveyed by De Marco-Stone Funeral Home, Inc. to De Marco-Stone Funeral Home, Inc. in a Warranty Deed dated July __, 2022 and recorded in the Schenectady County Clerk's Office on July __, 2022, at Liber ____, Page ____.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Permanent Easement as of the day and year first above written.

Party(ies) of the First Part:

De Marco-Stone Funeral Home, Inc.

By: _____

Name:

Title: President

Party of the Second Part:

TOWN OF ROTTERDAM

By: _____

Name: Mollie A. Collins

Title: Town Supervisor

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the day of July in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the day of July in the year 20 22 before me, the undersigned, a Notary Public in and for said State, personally appeared Mollie A. Collins , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF)
COUNTY OF) ss.:

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF)
COUNTY OF) ss.:

On the day of in the year 20 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

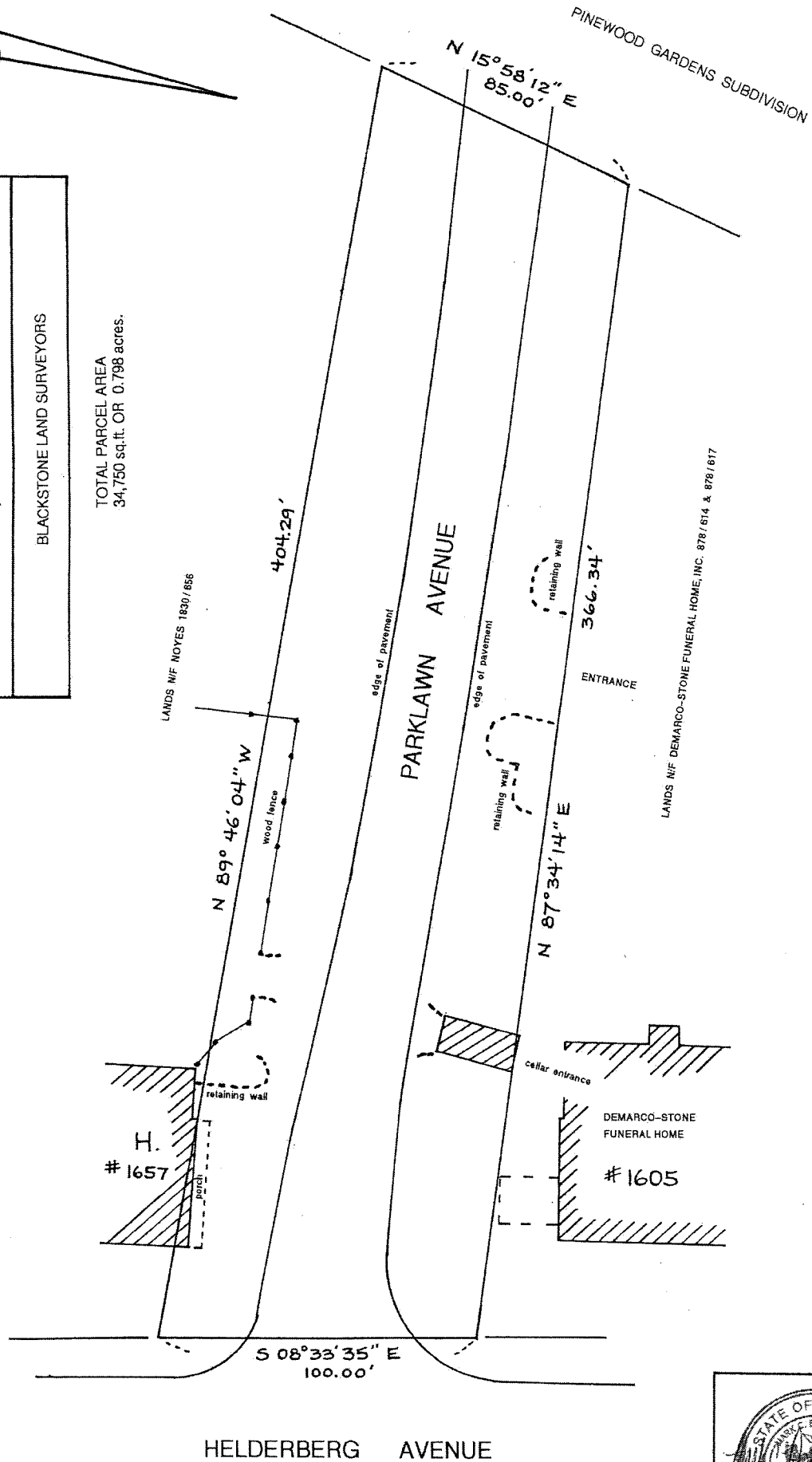
NOTARY PUBLIC

Exhibit A
Description of Easement Area

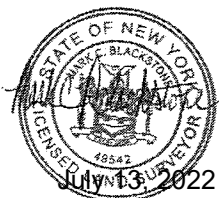
Exhibit B
Map of Easement Area

MAP SHOWING PARKLAWN AVENUE PARCEL		
TOWN OF ROTTERDAM SCHENECTADY COUNTY, N.Y.	SCALE 1" = 30'	BLACKSTONE LAND SURVEYORS
	JULY 5, 2022	

TOTAL PARCEL AREA
34,750 sq.ft. OR 0.798 acres.



HELDERBERG AVENUE



**PARCEL DESCRIPTION, PARKLAWN AVENUE PARCEL
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, N.Y.**

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Rotterdam, County of Schenectady and State of New York, being along the westerly side of Helderberg Avenue and being more particularly bounded and described as follows:

BEGINNING at the intersection of the northerly bounds of lands of Noyes (1830/656) with the westerly side of Helderberg Avenue;

THENCE North 89°46'04" West a distance of 404.29 feet along the northerly bounds of lands of Noyes (1830/656), to a point;

THENCE North 15°58'12" East a distance of 85.00 feet along the easterly bounds of the Pinewood Gardens Subdivision, to a point;

THENCE North 87°34'14" East a distance of 366.34 feet along the southerly bounds of lands of DeMarco – Stone Funeral Home, Inc. (878/614 and 878/617), to a point on the westerly side of Helderberg Avenue;

THENCE South 08°33'35" East a distance of 100.00 feet along the westerly side of Helderberg Avenue, to a point, being the point or place of beginning.

CONTAINS 34,750 +/- square feet OR 0.798 +/- acres.

This indenture, made the 24th day of November, nineteen hundred and twenty five, between James C. McDonald, unmarried, Austin H. McDonald, and Emma I. McDonald, his wife, and John K. McDonald, and Edna I. McDonald, his wife all of the city and county of Schenectady, and state of New York, parties of the first part, and the town of Rotterdam, Schenectady county, New York state party of the second part;

Witnessed, that the parties of the first part, in consideration of one dollar, (\$1.00) lawful money of the United States, and other good and valuable considerations paid by the party of the second part, do hereby grant and release, unto the party of the second part its heirs and assigns, forever;

All those several certain streets as shown on "Map of Linwood Gardens belonging to James C., Austin H. and John K. McDonald, town of Rotterdam, Schenectady county N.Y.," made by W. W. Chadsey, c. e., September, 23, 1924; and filed in the office of the clerk of the county of Schenectady, in October, 21, 1924, known as CERRY ROAD, Helderberg Avenue, Redwood Avenue, Cedarlawn Avenue, Linclawn Avenue, Parklawn Avenue, Maplelawn Avenue, Oaklawn Avenue, Greenlawn Avenue, Roselawn Avenue, Elmclawn Avenue; /

Also, all those several streets shown on "Map # 2, of Linwood Gardens, belonging to James C., Austin H., and John K. McDonald, town of Rotterdam, Schenectady county, N.Y.," made by W. W. Chadsey, c. e., October, 20, 1924, and filed in the office of the clerk of the county of Schenectady, in November, 14, 1924; known as Cherry Road, Robinwood Avenue, Holly Wood Avenue, and Wildwood Avenue;

The width and length of all streets hereby decided are as shown on the above described maps; these streets to be used exclusively for street purposes.

Together with the appurtenances, and all the estate and rights of the parties of the first part, in and to the said premises; to have and to hold the premises herein granted, unto the party of the second part, its heirs and assigns, forever; and said James C. McDonald, Austin H. McDonald, and John K. McDonald, covenant as follows;

First; that the party of the second part, shall quietly enjoy the said premises;
Second, that the said James C. McDonald, Austin H. McDonald, and John K. McDonald, will forever warrant the title to said premises;

In witness Whereof, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

in presence of;

James C. McDonald, (L. S.)

Unmarried

Austin H. McDonald, (L. S.)

Edna I. McDonald, (L. S.)

John K. McDonald, (L. S.)

Edna I. McDonald, (L. S.)

State of New York

County of Schenectady, ss;

city of Schenectady

On this 24th day of November, nineteen hundred and twenty five, before me, the subscriber, personally appeared James C. McDonald, unmarried; Austin H. McDonald, and Emma I. McDonald, his wife, and John K. McDonald, and Edna I. McDonald, his wife, all of the city and county of Schenectady, and state of New York, to me personally known and known to me to be the same persons described in, and who executed the within instrument, and they severally acknowledged to me that they executed the same; and, the said James C. McDonald being by me duly sworn, did depose and say, that at the time of the execution of the within instrument he was unmarried.

Earl J. Cokely

clerk of deeds.

Recorded and compared., day, 6, 1926; H: 9 A.M.

Geo. E. Pratt

Clerk

RESOLUTION NO. 223.22

**TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD TO DISCUSS AND
CONSIDER ACTION ON APPOINTMENT OF POLICE OFFICERS**

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday, July 20, 2022, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purposes of discussing and considering possible action with respect to appointment of police officers, and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than five (5) days prior to the date designated for the special meeting, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 20th day of July, 2022 for purposes of discussing and considering possible action with respect to appointment of police officers, and for any other purpose as may come before the Town Board.

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

DATED: July 13, 2022

Daily Gazette: Please publish once on or before July 15, 2022

Town Clerk

Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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



LEGISLATIVE REQUEST FORM

DATE: July 12, 2022

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: To schedule a Special Meeting of the Town Board

TOWN BOARD MEETING: July 13, 2022

Background Information: A special meeting is being requested to schedule a special meeting of the town board to discuss and consider action on appointment of police officers.

Evaluation/Analysis: N/A

Recommendation(s): Schedule the Special Meeting for July 20, 2022.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

RESOLUTION NO. 224.22

TO SCHEDULE A SPECIAL MEETING OF THE TOWN BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules a special meeting of the Town Board of the Town of Rotterdam, to be held Wednesday, July 27, 2022, at 7:00 p.m., at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 for the purposes of holding a public information session concerning the Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam, dated November 2, 2021, for discussing and considering possible action with respect thereto, for considering and possibly taking action with respect to a union personnel matter, and for any other purpose as may come before the Town Board.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to publish in the official newspaper of the Town of Rotterdam, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than seven (7) days prior to the date designated for the special meeting, the following notice of special meeting:

**TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETING**

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a special meeting at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 27th day of July, 2022 for purposes of holding a public information session concerning the Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam, dated November 2, 2021, for discussing and considering possible action with respect thereto, for considering and possibly taking action with respect to a union personnel matter, and for any other purpose as may come before the Town Board.

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

DATED: July 13, 2022

Daily Gazette: Please publish once on or before July 20, 2022
Town Clerk

Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective July 13, 2022.

DATED: July 13, 2022

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org



LEGISLATIVE REQUEST FORM

DATE: July 7, 2022

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: To schedule a Special Meeting of the Town Board

TOWN BOARD MEETING: July 13, 2022

Background Information: A special meeting is being requested for a union relation matter, and a public information session regarding the lease for office space at 93 West Campbell Road.

Evaluation/Analysis: N/A

Recommendation(s): Schedule the Special Meeting for July 27, 2022.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office