*The Town of Rotterdam Town Board Meeting will be held in person; however, the public may access the meeting electronically via Zoom conference call. Members of the public may listen to the board meeting by dialing **1 (929) 205-6099(** followed by the pound symbol) or by logging into Zoom.com, then enter the conference **ID NO. 867 0373 0307**. 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
January 25, 2023
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

- Syracuse University Project Advance Policy Studies (PST101) @ Schalmont High School; Presentation on the Town of Rotterdam Water Issues.

PUBLIC HEARING

- To consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that that such organizations are either domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission.

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

RESOLUTIONS

61.23 To appoint Jamie Green to the position of Deputy Court Clerk.

62.23 To recognize the introduction of Introductory Local Law No. 1 of 2023 and authorizing commencement of the review and adoption process.

63.23 To establish the position of Senior Heavy Equipment Mechanic.

64.23 Authorizing the Town Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new job title of Senior Heavy Equipment Mechanic.

65.23 To establish the position of Accounts Payable/Receivable Clerk.

66.23 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 title of Accounts Payable/Receivable Clerk.

67.23 Call to bid for one (1) New Pak Mor r100c Smooth Side 20yd Body.

68.23 To authorize an agreement with Greenbriar Construction Services and Spectrum Environmental Associates, Inc. for the monitoring and removal of asbestos to the Babe Ruth Clubhouse.

69.23 To authorize an agreement with Tote Construction Services for temporary shoring of the Babe Ruth Clubhouse.

70.23 To authorize an agreement with Barton and Loguidice for professional engineering services for a pump station study.

71.23 To authorize an agreement with Barton & Loguidice for professional engineering services for consolidation of Sewer District No. 2 and its associated extensions/out of district users.

72.23 To approve budget transfers to the 2023 budget.

73.23 To amend Resolution No. 16.23 of the year 2023; Appoint Allison Kartner to the position of Information Processing Specialist 1 part time.

74.23 To authorize an agreement with Steve Rosen as the Tai Chi for Arthritis & Fall Prevention Teacher at the Rotterdam Senior Center.

75.23 To authorize an agreement with Ausfeld and Waldruff Land Surveyors LLP.

76.23 Call for bids for Chlorine Gas.

77.23 To authorize change order one(1) with Layne Christensen Co. for the cleaning and rehabilitation services of Well No. 2.

78.23 To authorize an agreement with Barton and Loguidice for Wastewater Treatment Plant Improvements-Supplement No. 2.

79.23 Accepting Town Board meeting minutes of January 1, 2023.

80.23 Accepting town board meeting minutes of January 11, 2023.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

- Personnel matter relating to employee No. 01252023 with invited guest, Labor Attorney Nathaniel J. Nichols.

ADJOURNMENT

Mollie A. Collins, Supervisor

01/25/2023

PUBLIC HEARING

To consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that that such organizations are either domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission.

RESOLUTION NO. 350.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, December 14, 2022, at 7:00 p.m., the following resolution was duly adopted:

TO CALL FOR A PUBLIC HEARING CONCERNING THE APPLICATIONS OF BEUKENDAAL TEMPLE ASSOCIATION, CYPRUS SHRINERS, SCHENECTADY SHRINE CLUB, AND NOTRE DAME BISHOP GIBBONS SCHOOL FOR A HARDSHIP DETERMINATION AND LICENSING IN CONNECTION WITH CONDUCTING BINGO/GAMES OF CHANCE OPERATIONS WITHIN THE TOWN OF ROTTERDAM

WHEREAS, persons conducting bingo and games of chance are regulated through a licensing and registration regulatory scheme promulgated by the New York State Gaming Commission; and

WHEREAS, the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School have sought licensure from the Town of Rotterdam for activities and operations subject to the regulations promulgated by the New York State Gaming Commission in connection with the conduct of bingo and/or games of chance; and

WHEREAS, the regulations promulgated by the New York State Gaming Commission require the Town of Rotterdam to fully investigate the eligibility of the organizations seeking licensure; and

WHEREAS, a license may not be issued to organizations domiciled outside the jurisdiction of the Town of Rotterdam to conduct bingo and/or games of chance within the jurisdiction of the Town of Rotterdam unless the Town Board finds that, due to some condition of hardship or necessity, the conduct of bingo and/or games of chance in the Town by such non-domiciliary organizations is warranted, all as more specified in the regulations promulgated by the New York State Gaming Commission; and

WHEREAS, the New York State Gaming Commission has indicated that a hearing must be held in connection with making a finding of such hardship or necessity; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby calls for a public hearing to be held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, January 11, 2023, at 7:00 p.m. to consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that such organizations are domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to post a copy of the notice on the signboard of the town, maintained pursuant to subdivision 6 of section 30 of the Town Law of the State of New York, and to publish in the official newspaper of the Town of Rotterdam not less than twenty (20) days prior to the date designated for the public hearing provided for by the following public notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: 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 on Wednesday, January 11, 2023, at 7:00 p.m. for the following purpose:

> To consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that that such organizations are either domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission.

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

DATED: December 14, 2022
Daily Gazette: Please publish once on December 21, 2022
Town Clerk
Post

SECTION 3. The Town Clerk of the Town of Rotterdam is hereby directed to send a copy of the foregoing Notice of Hearing to the New York State Gaming Commission and each of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School on or before December 21, 2022, and inviting same to attend and participate in the hearing.

SECTION 4. The Town Board hereby authorizes the Attorney for the Town, and his respective designee(s), to seek and obtain from any person, entity, or official such information and documents as may be reasonably necessary or appropriate to the Town Board's consideration of the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for licensing in connection with conducting bingo and/or games of chance within the territorial limits of the Town of Rotterdam.

SECTION 5. This resolution shall take effect December 14, 2022.

DATED: December 14, 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 December 14, 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 December 16, 2022.

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: December 6, 2022

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To call for a public hearing on approving the hardship for the organizations, Beukendaal Temple Association, Cyprus Shrine, Schenectady Shrine Club and Notre Dame Bishop Gibbons School to conduct bingo at Via Port, 93 West Campbell Rd. Rotterdam N.Y. 12306

TO BE PLACED ON TOWN BOARD AGENDA OF: December 14, 2022

TO BE PLACED ON TOWN BOARD MEETING OF: December 14, 2022

Background Information: persons conducting bingo and games of chance are regulated through a licensing and registration regulatory scheme promulgated by the New York State Gaming Commission.

Evaluation/Analysis: New York State Gaming Commission has indicated that a hearing must be held in connection with making a finding of such hardship or necessity.

Recommendation(s): To call for a public hearing concerning the applications of Beukendaal Temple Association, Cyprus Shriners, Schenectady shrine club, Notre Dame Bishop Gibbons school for a hardship determination.

Attachment/Documents(s): Letters attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Supervisors Office

Notre Dame-Bishop Gibbons School
A Catholic School of Academic Excellence
2600 Albany Street · Schenectady, NY 12304-1899 · (518) 393-3131 · Fax (518) 370-3817

December 1, 2022

To Whom it May Concern:

The Notre Dame – Bishop Gibbons would like to conduct Bingo at the ViaPort facility in Rotterdam due to hardship. We would ask the Town of Rotterdam Town Board to call for a public hearing.

ND-BG is a school with a 60-year history of educating students from the Schenectady area and the entire Capital District. Currently we have 200 students in grades 6-12.

Please feel free to reach out with any additional questions or concerns.

Patrick Moran '93

Interim Principal

CYPRUS TEMPLE

Ill. Sir Richard Van Vorst, Potentate
Potentate@CyprusShriners.com

George Deveneau, P.P., Recorder
Recorder@CyprusShriners.com

Joseph Guerin, Chief Rabban

Christian Wessell, Treasurer

December 1, 2022

Ms. Diane Marco
Rotterdam Town Clerk
1100 Sunrise Blvd.
Rotterdam, NY 12306

Dear Ms. Marco,

Cyprus Shriners and a subordinate organization, Schenectady Shrine Club, conducted bingo operations at the Schenectady Bingo Palace for several years, but were forced to cease operations over two years ago due to New York State Covid restrictions. The Bingo Palace has since been sold and is no longer available for Bingo.

Cyprus Shrine and the Schenectady Shrine Club are now seeking to conduct bingo at the new bingo facility being established in the ViaPort Mall, located at 93 W. Campbell Rd, Rotterdam, N. Y. 12306. Both of these organizations are domiciled at 9 Frontage Rd., Glenmont, N. Y. 12007. According to the Rules and Regulations of Bingo in the State of New York, and specifically 9 CRR-NY 4812.9 Jurisdiction of license (a) The municipal governing body shall, prior to the issuance of any license, make a finding that the applicant organization is domiciled within the territorial limits of the municipality and shall not issue a license to an organization domiciled beyond such territorial limits. Furthermore, the statute states:

(b) A municipal governing body may, upon a finding that an applicant organization is domiciled beyond the territorial limits of such municipality, issue a license to such applicant organization only in cases where:

(1) the governing body of the municipality in which the applicant organization is seeking licensure and the commission determine that, due to some condition of hardship or necessity, the conduct of bingo in the municipality in which the applicant organization is seeking licensure is warranted;

(2) the municipality in which the applicant authorized organization is seeking licensure submits to the commission a letter of consent expressing such municipality's willingness to license the applicant authorized organization;

(3) the premises for which the authorized organization is seeking its license to conduct bingo is within the territorial limits of the municipality wherein licensure is being sought and such premises have been approved by that municipality for the conduct of bingo; and

(4) the commission has issued the applicant authorized organization a bingo identification number bearing the municipal code of the licensing municipality.

Based on these statutes, Cyprus Shrine and Schenectady Shrine Club are requesting the recognition of a hardship by the Town of Rotterdam in that our former Bingo Hall no longer exists and that we depend heavily on the revenues from our bingo operations to continue to operate. Additionally, our established player base is from Schenectady County, the new facility can hold over 300 players, there is sufficient parking, and it is easy to get to by car of bus. Our search for a new bingo facility suitable to our needs over the past two years has not identified any other such facility.

Hopefully the Town of Rotterdam will permit the two Shrine Organizations to conduct bingo at the Viaport Bingo facility. We will be happy to provide any further information that you may require.

We appreciate you attention to this matter.

Sincerely,

Richard E Van Vorst

Richard Van Vorst, Potentate
Cyprus Shrine

Ralph H. Rosenthal, President
Schenectady Shrine Club

Mailing Address: 9 Frontage Road ~ Glenmont, NY 12077
Phone: 518-436-7892 / Fax: 518-465-6978

RESOLUTION NO. 61.23

TO APPOINT JAMIE GREEN TO THE POSITION OF DEPUTY COURT CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Jamie Green, of Broadalbin, New York 12025, is hereby appointed to the position of Deputy Court Clerk, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty thousand eight hundred thirty-eight and 29/100 ($40,838.29) dollars, commencing January 26, 2023.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: January 20, 2023

TO: Supervisor Mollie Collins

FROM: Hon. Kenneth P. Litz and Hon. James A. Bradshaw

TITLE OF REQUEST: Hiring of Deputy Court Clerks

TOWN BOARD MEETING: 1/25/2023

Background Information: The Justice department has had the benefit of five full time clerks for many years. We have found that having five full time clerks would be the minimum number of clerks necessary in order to efficiently handle the workload that the Justice Department deals with on a daily basis.

Evaluation/Analysis: To hire one more applicant to the position of Deputy Court Clerk. We would be moving forward with five clerks.

Recommendation(s): The Board grant the foregoing request in order to provide the Justice Department with the adequate staffing necessary for the day-to-day operations of the Justice Department.

Attachment/Document(s): Civil Service Application.

Compliance with Purchasing Policy: Not Applicable

Effect(s) on Existing Law(s): Not Applicable

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

1. Court Clerk — POSITION TITLE ____ EXAM NUMBER

Date Received ____ Approved ____

Conditional ____ Disapproved ____

RECEIVED
NOV 28 2022
Town of Rotterdam
SUPERVISORS OFFICE

CIVIL SERVICE DEPT. USE ONLY

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

2. Name and Legal Residence:

Green — Last Name
Jamie — First Name
J — Middle Initial
[redacted] — Street Address or Road
R.D. # or P.O. Box #
Fulton — County
Broadalbin — City, Town, Village
NY — State
12025 — Zip
Home Phone Number ____ Cell Phone [redacted]
Email Address [redacted]

If mailing address is different:

Street Address or Road — R.D. # or P.O. Box #
County — City, Town, Village — State — Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

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

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

State of:	[redacted]		
County of:			
Village of:			
Town of:			
City of:			
School District			

5. Citizenship

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

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

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

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

Religious ☐ Military ☐ Disability ☐

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

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

License #:	[redacted]
Restrictions:	
Expiration Date:	5.28.29
Endorsements:	
Class of License:	D
Is this License Currently Valid	YES ☒ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

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

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

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

REMARKS:

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

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

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

High School	
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES [X] NO [ ]
If Yes, Name and Location of High School or Issuing Government Authority:	Johnstown High School Johnstown, NY 12095
Equivalency Diploma Number:	

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
Fulton Montgomery Community College		Associate	Criminal Justice	X		[redacted]
Empire State College		Bachelor	Human Services	X		

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

Length of Employment	
From: [redacted]	Firm Name: Moreau Town Court
To:	Firm Address: 351 Reynolds Rd Moreau, NY 12828
Employment Details	**Description of Duties:**
Your Exact Title: Court Clerk	- Prepare & issue orders of the court
Name of Your Supervisor: John Hogan	- Process traffic citations in a timely & accurate manner
Supervisor's Title: Justice	- Collect fines & fees and maintain accurate financial records
Hours worked / wk. (exclusive of overtime): 35	- Prepare dockets for upcoming court sessions including civil, criminal, & traffic
Reason for Leaving: • Drive • Pay not as promised	
Length of Employment	
From: [redacted]	Firm Name: Nathan Littauer Hospital
To:	Firm Address: 99 E State St Gloversville, NY 12078
Employment Details	**Description of Duties:**
Your Exact Title: Registration Rep	- Register patients with medical needs including labs, xray, maternity, & ER
Name of Your Supervisor: Candice Brassell	- Ensure accounts are accurate and completed timely
Supervisor's Title: Registration Manager	- Maintain up to date on privacy procedures
Hours worked / wk. (exclusive of overtime): 11e	
Reason for Leaving: N/A	

Length of Employment	Firm Name:	Frontier Communications
From: [redacted]	Firm Address:	William St Johnstown, NY 12095
To:	Description of Duties:	-Answer questions & concerns from customers regarding repairs, billing, & promotions -Assist in obtaining packages to suite the customers needs. -Abide by a rigid quota consisting of Call requirements, quantity, & sales
Employment Details		
Your Exact Title: Customer Svc		
Name of Your Supervisor: Dina Bianco		
Supervisor's Title: Cust Svc Supervisor		
Hours worked / wk. (exclusive of overtime): 40		
Reason for Leaving: Transitioned to work at home - left to go to college		

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

THIS AFFIRMATION MUST BE COMPLETED

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

Jamie Green — Signature of Applicant

Jamie Green — Print Name

11/29/22 — Date

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

Jamie J. Hickey

NOTICE
(As of November 15, 2022)

POSITION OPENING

In accordance with the Agreement between the Town of Rotterdam and the Town of Rotterdam Unit of the Schenectady County Chapter of the CSEA, Inc., the following position is open:

Deputy Court Clerk

Compensation

Title	Range
Deputy Court Clerk Start Date 1/3/2023	$40,838.29 - $44,913.53 (2021)

The above title is classified as a competitive position and does require a competitive examination under Civil Service Law.

Location:
Town of Rotterdam Justice Court

Qualifications:
See attached Civil Service Job Description.

Permanent appointment to positions in Schenectady County is contingent upon the successful completion of a criminal background check. All interested parties should complete and submit a standard Civil Service application form available on the Town's website at https://rotterdamny.org/blob/form-files.ashx?ID=2072. Application forms must be filed with the Town Supervisor's Office no later than close of business on **November 30, 2022**. Applications can be sent via USPS to Town of Rotterdam, Supervisor's Office, 1100 Sunrise Boulevard, Schenectady, New York 12306 or by email to Supervisor@rotterdamny.org.

The Town of Rotterdam is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin or any other protected class or category.

cc: **Town Supervisor**
Town Board
Town Clerk
Comptroller
CSEA President
All Departments

Post this notice in all Town Buildings and Departments

DEPUTY COURT CLERK

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the Town of Rotterdam and involves responsibility for participating in functions and activities relating to a court system where civil, criminal, and /or traffic cases are processed. Work is carried out in accordance with established procedures and involves the management of all court operations related to case processing. Work is performed under the general supervision of presiding judges with wide leeway permitted for the exercise of independent judgment in carrying out the details of the work. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Receives and files summonses and traffic tickets in numerical or alphabetical order;
- Accepts fees, fines, and bail money in accordance with defined procedures and gives receipts;
- Enters convictions on drivers' licenses and prepares reports to the Motor Vehicle Department and Department of Audit and Control;
- Receives, date stamps, sorts and distributes incoming mail;
- Responds to inquiries from other courts, government agencies and attorneys concerning court procedures;
- Responds to oral and written inquiries from the public concerning scheduling or cases and court procedures and practices;
- Performs a variety of miscellaneous clerical duties as required, such as typing, filing, and answering the telephone;
- Does related work as required.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of modern office management practices, procedures and equipment; good knowledge of business arithmetic and English; eJusticeNY Criminal Justice Access training; good knowledge of New York Stat Integrates Justice Portal, ability to readily acquire familiarity with the laws, rules, regulations, policies and practices of the court system; ability to read and interpret a variety of written and numeric material including court documents and correspondence; ability to understand and follow oral and written instructions; ability to train, supervise and coordinate the activities of a subordinate staff; ability to handle sensitive matters on a confidential basis; clerical aptitude; good judgment; tact; courtesy.

MINIMUM QUALIFICATIONS

Graduation from high school or possession of a high school equivalency diploma and one (1) year of clerical experience in an office setting.

Adopted
CSC 11/15/16
Revised 08/16/22

JC: COMPETITIVE

MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
January 19, 2023

Present:

Judy Dagostino, Chair of the Civil Service Commission
Richard Nebolini, Commissioner
Donald B. Ackerman - Commissioner
Barbara Leonard, Personnel Technician
Julie Biittig, Supervising Personnel Assistant

Excused: Joe McQueen, Secretary to the Civil Service Commission

Chairperson Dagostino called the meeting to order at 1:00. All Commissioners were present.

There were no comments during Privilege of the Floor for the Public Hearing.

There were no comments during the Privilege of the Floor for the Agenda.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the minutes of December 20, 2022.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the Report of Personnel Actions for December (attached).

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to establish the following titles, based on New Position Duty Statements:

Position	Jurisdiction	Classification
Accounts Payable/Receivable Clerk	Town of Rotterdam	Competitive
Assistant Transportation Supervisor	Schalmont Central School District	Competitive
Building Inspector (Town)	Town of Niskayuna	Competitive
Chief Technology Officer	City of Schenectady	Exempt*
Cleaner (2)	Town of Rotterdam	Non-Competitive
Court Clerk I (2)	Town of Rotterdam	Competitive
Court Clerk II (2)	Town of Rotterdam	Competitive
Deputy Chief Conflict Defender II	County – Conflict Defender	Exempt*
Deputy Court Clerk (2)	Town of Rotterdam	Competitive
Executive Secretary II (2)	Town of Glenville	Competitive
Firefighter Trainee (10)	City of Schenectady – Fire	Competitive
PC Support Specialist	County – Information Systems	Competitive

Principal Account Clerk II	Town of Glenville	Competitive
School Safety Officer (10)	Schenectady City School District	Competitive
Senior Account Specialist	Niskayuna School District	Competitive
Senior Heavy Equipment Mechanic	Town of Rotterdam	Non-Competitive*
Water and Sewer Maintenance Worker II	Town of Niskayuna	Non-Competitive

*pending classification

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following job specifications:

Title	Requested by:
Chief Technology Officer	City of Schenectady
Senior Heavy Equipment Mechanic	Town of Rotterdam

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to revise the following job specifications:

Title	Requested by:
Assistant Fleet Manager	City of Schenectady
Fleet Manager	City of Schenectady
Heavy Equipment Mechanic	Town of Rotterdam
Senior Account Specialist	Niskayuna School District
Working Team Leader-Mechanic	County – Human Resources

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Sheriff to transfer Cory Wagner from the position of Deputy Sheriff with the Waterford Police Department to the Sheriff's office as a Patrol Officer.

Mr. Nebolini moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Assistant Superintendent of Human Resources and Professional Learning, Schenectady City School District, to promote Hector Gallardo Vega to Senior Data Analyst in accordance with Section 52.7 of New York State Civil Service Law and Rule XII.8 of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the SUNY SCCC to reclassify the position of Head Groundskeeper as Non-Competitive pending approval by New York State Civil Service.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Supervisor, Town of Rotterdam, to transfer Jamie J. Green from the Town of Moreau to the Town of Rotterdam as a Court Clerk.

The next regularly scheduled meeting will be held on **Thursday, February 23, 2023** at 1:00 pm.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adjourn the meeting.

Respectfully Submitted,

Joe McQueen
Secretary of the Civil Service Commission

By:

Barbara Leonard
Personnel Technician

RESOLUTION NO. 62.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. 1 OF 2023 AND AUTHORIZING COMMENCEMENT OF THE REVIEW AND ADOPTION PROCESS

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. 1 of 2023, which would update the Town Code Chapter governing the Town of Rotterdam's code enforcement and building code administration program to align with current New York State minimum requirements.

SECTION 2. The Town Board hereby determines that the proposed enactment of Local Law No. 1 of 2023 is an Unlisted Action under the State Environmental Quality Review Act, that there are no other involved agencies (as that term is defined under the SEQRA regulations) other than the Town Board, and therefore establishes itself as lead agency for purposes of conducting the SEQRA review.

SECTION 3. The Town Board hereby authorizes the Town Supervisor to execute the Part 1 of the Environmental Assessment Form, as prepared, for Introductory Local Law No. 1 of 2023.

SECTION 4. The Town Clerk is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306 at 7:00 p.m. on the 8th day of February 2023 for the following purpose:

> For receipt of comment on the potential enactment of Introductory Local Law No. 1 of 2023 to renumber and amend current Chapter 154 of the Town Code of the Town of Rotterdam, currently entitled "Housing and Building Standards", in order to update the local code enforcement and building code administration program of the Town of Rotterdam in accordance with 19 NYCRR § 1203.3.

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

DATED: January 25, 2023
Daily Gazette: Please publish once on January 28, 2023
Town Clerk
Post

SECTION 5. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

Local Law Filing

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

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

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

of Rotterdam

Introductory Local Law No. 1 of the year 2023

A LOCAL LAW TO RENUMBER AND AMEND CHAPTER 154 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. 1 OF THE YEAR 2023

A LOCAL LAW TO RENUMBER AND AMEND CHAPTER 154 OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

SECTION 1

This local law shall be referred to as "A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam".

SECTION 2

The purpose of this local law is to renumber and amend Chapter 154 of the Town of Rotterdam Town Code to update the local code enforcement program of the Town of Rotterdam in accordance with the 19 NYCRR § 1203.3.

SECTION 3

Chapter 154 of the Town Code of the Town of Rotterdam, entitled "Housing and Building Standards" is hereby renumbered as Chapter 89 and inserted in the appropriate location within the Town Code of the Town of Rotterdam based on such renumbering, is retitled as "Building Code Administration and Code Enforcement Program," and is amended to read in its entirety as follows:

Chapter 89. Building Code Administration and Code Enforcement Program.

§ 89-1 Purpose and Intent.

This Chapter provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the "Uniform Code") and the State Energy Conservation Construction Code (the "Energy Code") in the Town of Rotterdam. Except as otherwise provided in the Uniform Code, the Energy Code, other state law, or this Chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this Chapter.

§ 89-2 Definitions.

As used in this Chapter, the terms set forth below shall be defined as set forth herein.

ASSEMBLY AREA
An area in any building, or in any portion of any building, that is primarily used or intended to be used for the gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

BUILDING PERMIT
A building permit, construction permit, demolition permit, or other permit that authorizes the performance of work, along with any renewals, amendments, or extensions thereof, pursuant to any provision of this Chapter.

CERTIFICATE OF COMPLIANCE
A document issued by the Town stating that work was done in compliance with approved construction documents and the Codes.

CERTIFICATE OF OCCUPANCY
A document issued by the Town certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

CODE ENFORCEMENT OFFICER
The Senior Building Inspector, or such other official appointed to administer and enforce the Uniform Code and the Energy Code pursuant to Section 89-3 (B) of this Chapter.

CODE ENFORCEMENT PERSONNEL
The Code Enforcement Officer and/or any Inspectors. Where the use of the term Code Enforcement Personnel in this Chapter is to be construed as referring to one or more Inspectors in relation to fulfilling a particular duty or exercising a particular power, such term shall be deemed to mean and refer only to those Inspectors who operate pursuant to a lawful appointment or description of job responsibilities and duties that includes within its scope such particular duty or particular power, whether generally or specifically itemized.

CODES
The New York State Uniform Fire Prevention and Building Code and New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as may be in effect from time to time.

ENERGY CODE
The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as may be in effect from time to time.

FCNYS
The 2020 Fire Code of the State of New York, as may be in effect from time to time, or such other fire code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1225 or its successor.

FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTION
An inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225, or its successor, and the publications incorporated therein by reference as may be in effect from time to time, and the applicable provisions of 19 NYCRR Part 1226, or its successor, and the publications incorporated therein by reference as may be in effect from time to time.

HAZARDOUS PRODUCTION MATERIALS
A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), as in effect from time to time, and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

INSPECTOR
An official appointed pursuant to Section 89-3 (D) of this Chapter to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of powers and fulfillment of duties conferred on the Code Enforcement Officer by this Chapter, to the extent such assistance, exercise and fulfillment is within the scope of the description of such official's job responsibilities and duties and is consistent with the Chapter.

MOBILE FOOD PREPARATION VEHICLES
Vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered food preparation vehicles.

OPERATING PERMIT
A permit issued pursuant to Section 89-10 of this Chapter, along with any renewals, amendments, or extensions thereof, pursuant to any provision of this Chapter.

ORDER TO REMEDY
An order issued by the Code Enforcement Officer pursuant to Section 89-17 (A) of this Chapter.

PERMIT HOLDER
The Person to whom a permit has been issued pursuant to this Chapter.

PERSON
An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

PMCNYS
The 2020 Property Maintenance Code of the State of New York, as may be in effect from time to time, or such other property maintenance code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1226 or its successor.

RCNYS
The 2020 Residential Code of the State of New York, as may be in effect from time to time, or such other residential code of the State of New York as may be in effect and incorporated by reference in 19 NYCRR Part 1220 or its successor.

REPAIR
The reconstruction, replacement or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

STOP WORK ORDER
An order issued pursuant to Section 89-6 of this Chapter.

SUGARHOUSE
A building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

TEMPORARY CERTIFICATE OF OCCUPANCY
A certificate issued pursuant to Section 89-7 (D) of this Chapter.

TOWN
The Town of Rotterdam.

UNIFORM CODE
The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the

NYCRR, adopted pursuant to Article 18 of the Executive Law, as may be in effect from time to time.

§ 89-3 CODE ENFORCEMENT OFFICER AND INSPECTORS.

A. The office of Code Enforcement Officer is hereby continued. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this Chapter. The Code Enforcement Officer shall have the following powers and duties:

1. To receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;

2. Upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include therein such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

3. To conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this Chapter;

4. To issue Stop Work Orders;

5. To review and investigate complaints;

6. To issue orders pursuant to Section 89-17 (A) of this Chapter;

7. To maintain records;

8. To collect fees as set by the Town Board of the Town;

9. To pursue administrative enforcement actions and proceedings;

10. In consultation with the attorney for the Town, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this Chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this Chapter; and

11. To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this Chapter.

B. The Code Enforcement Officer shall be appointed by the Town Board. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

C. In the event the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Town Board as the Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this Chapter.

D. One or more Inspectors may be appointed by the Town Board to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this Chapter. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

E. The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Town Board of the Town.

§ 89-4 BUILDING PERMITS.

A. Building Permits Required. Except as otherwise provided in Paragraph B of this Section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Town.

B. Exemptions. No Building Permit shall be required for work in any of the following categories:

1. construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;

2. construction of temporary sets and scenery associated with motion picture, television, and theater uses;

3. installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

4. installation of partitions or movable cases less than 5'-9" in height;

5. painting, wallpapering, tiling, carpeting, or other similar finish work;

6. installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

7. replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications;

8. repairs, provided that the work does not have an impact on fire and life safety, such as (a) any part of the structure system; (b) the required means of egress; or (c) the fire protection system or the removal from service of any part of the fire protection system for any period of time.

C. Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in Paragraph B of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

D. Applications for Building Permits. Applications for Building Permits shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The

application shall be signed by the owner of the property where the work is to be performed or by an authorized agent of the owner. The application shall include such information as the Code Enforcement Personnel reviewing the application deems sufficient to permit a determination by the Code Enforcement Personnel that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

1. a description of the location, nature, extent, and scope of the proposed work;

2. the tax map number and street address of any affected building or structure;

3. the occupancy classification of any affected building or structure;

4. where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

5. at least 2 sets of constructions documents (drawings and/or specifications) which (a) show the location, nature, extent, and scope of the proposed work; (b) show that the proposed work will conform to the applicable provisions of the Codes; (c) show the location, construction, size, and character of all portions of the means of egress; (d) show a representation of the building thermal envelope; (e) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (f) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (g) include a written statement indicating compliance with the Energy Code; (h) include a site

plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finish grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (i) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

E. Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in subparagraph 5 of Paragraph D of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the relevant Code Enforcement Personnel in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Town, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for on-site use by Code Enforcement Personnel. However, the return of a set of accepted construction document to the applicant shall not be construed

as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

F. Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Personnel reviewing an application shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

G. Building Permits to be displayed. Building Permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

H. Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the relevant Code Enforcement Personnel of any change occurring during the course of the work. The Building Permit shall contain such directive. If the Code Enforcement Personnel determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

I. Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire 12 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Personnel.

J. Revocation or suspension of Building Permits. If the Code Enforcement Personnel determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Personnel shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

K. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

§ 89-5 CONSTRUCTION INSPECTIONS.

A. Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by Code Enforcement Personnel. The Permit Holder shall notify the Code Enforcement Personnel when any element of work described in Paragraph B of this section is ready for inspection.

B. Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

1. work site prior to the issuance of the Building Permit;

2. footing and foundation;

3. preparation for concrete slab;

4. framing;

5. structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;

6. fire resistant construction;

7. fire resistant penetrations;

8. solid fuel burning heating appliances, chimneys, flues, or gas vents;

9. inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;

10. installation, connection, and assembly of factor manufactured buildings and manufactured homes; and

11. a final inspection after all work authorized by the Building Permit has been completed.

C. Remote inspections. At the discretion of the Code Enforcement Personnel, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Personnel that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not

afford the Code Enforcement Personnel sufficient information to make a determination, an in-person inspection shall be performed.

D. Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 of this Chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

§ 89-6 STOP WORK ORDERS.

A. Authority to issue. The Code Enforcement Personnel is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Personnel shall issue a Stop Work Order to halt:

1. Any work that is determined by the Code Enforcement Personnel to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

2. Any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Personnel, without regard to whether such work is or is not work for which a Building

Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

3. Any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Personnel, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. Service of Stop Work Orders. The Code Enforcement Personnel shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Personnel shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Personnel to correct the reason for issuing the Stop Work Order.

E. Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in Paragraph A of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 89-17 (Violations) of this Chapter or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

§ 89-7 CERTIFICATES OF OCCUPANCY AND CERTIFICATES OF COMPLIANCE.

A. Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

B. Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Personnel shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform

Code and Energy Code. The Code Enforcement Personnel shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Personnel prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

1. A written statement of structural observations and/or a final report of special inspections,

2. Flood hazard certifications,

3. A written statement of the results of tests performed to show compliance with the Energy Code, and

4. Where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

C. Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

1. The Building Permit number, if any;

2. The date of issuance of the Building Permit, if any;

3. The name (if any), address and tax map number of the property;

4. If the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;

5. The use and occupancy classification of the structure;

6. The type of construction of the structure;

7. The occupant load of the assembly areas in the structure, if any;

8. Any special conditions imposed in connection with the issuance of the Building Permit; and

9. The signature of the Code Enforcement Personnel issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

D. Temporary Certificate of Occupancy. The Code Enforcement Personnel shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Personnel issue a Temporary Certificate of Occupancy unless the Code Enforcement Personnel determines (1) that the building or structure, or portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Personnel may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or

appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Personnel and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

E. Revocation or suspension of certificates. If the Code Enforcement Personnel determines that a Certificate of Occupancy, Certificate of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Personnel within such period of time as shall be specified by the Code Enforcement Personnel, the Code Enforcement Personnel shall revoke or suspend such certificate.

F. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

§ 89-8 NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department or company providing firefighting services for a property within this Town shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

§ 89-9 UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT AND CONDITIONS OF IMMINENT DANGER.

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Town shall be identified and addressed in accordance with the procedures established by Chapter 90 of the Town Code of the Town of Rotterdam, as now in effect or as hereafter amended from time to time, and it successor(s).

§ 89-10 OPERATING PERMITS.

A. Operating Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

1. Manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;

2. Buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:

   a. Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;

   b. Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;

c. Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;

d. Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;

e. Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;

f. Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;

g. Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;

h. Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an Operating Permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

i. Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;

j. Chapter 56, "Explosives or Fireworks." Possessing, manufacturing, storing, handling, selling, or using explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;

k. Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;

l. Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and

m. Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle.

3. Energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

4. Buildings containing one or more assembly areas;

5. Outdoor events where the planned attendance exceeds 1,000 persons;

6. Facilities that store, handle or use hazardous production materials;

7. Parking garages as defined in section 89-13 of this Chapter;

8. Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by the Town Board; and

9. Other processes or activities or for operating any type of building, structure, or facility as determined by the Town Board.

Any person who proposes to undertake any activity or to operate any type of building listed in this Paragraph A shall be required to obtain an Operating Permit prior to commencing such activity or operation.

B. Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Personnel reviewing the application deems sufficient to permit a determination by the Code Enforcement Personnel that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Personnel determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Personnel, as the expense of the applicant.

C. (Reserved).

D. Inspections. The Code Enforcement Personnel shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the

remote inspection shows to the satisfaction of the Code Enforcement Personnel that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Town sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the Operating Permit shall be issued, or the Operating Permit holder shall be notified as to the manner which the premises fail to comply with either or both of the Uniform Code or code enforcement program, including a citation to the specific provision or provisions that have not been met.

E. Multiple Activities. In any circumstance in which more than one activity listed in Paragraph A of this section is to be conducted at a location, the Code Enforcement Personnel may require a separate Operating Permit for each such activity, or the Code Enforcement Personnel may, in their discretion, issue a single Operating Permit to apply to all such activities.

F. Duration of Operating Permits. Operating Permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed the following:

1. 180 days for tents, special event structures, and other membrane structures;

2. 60 days for alternative activities at a sugarhouse;

3. 3 years for the activities, structures, and operations determined per subparagraph 9 of Paragraph A of this section, and

4. 1 year for all other activities, structures, and operations identified in Paragraph A of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application, payment of the applicable fee, and approval of such application by the Code Enforcement Personnel.

G. Revocation or suspension of Operating Permits. If the Code Enforcement Personnel determines that any activity or building for which an Operating Permit was issued does not comply with an applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

H. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid at the time of submission of an application for an Operating Permit, for an amended Operating Permit, or for reissuance or renewal of an Operating Permit.

§ 89-11 FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS.

A. Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Personnel at the following intervals:

1. At least once every 12 months for buildings which contain an assembly area;

2. At least once every 12 months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and

3. At least once every 36 months for multiple dwellings and all nonresidential occupancies.

B. Remote inspections. At the discretion of the Code Enforcement Personnel, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Personnel, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Personnel that the premises conform to the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference, as may be in effect from time to time and their successor(s), and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference, as may be in effect from time to time and their successor(s). Should a remote inspection not afford the Code Enforcement Personnel sufficient information to make a determination, an in-person inspection shall be performed.

C. Inspections permitted. In addition to the inspections required by Paragraph A of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Personnel at any time upon:

1. The request of the owner of the property to be inspected or an authorized agent of such owner;

2. Receipt by the Code Enforcement Personnel of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

3. Receipt by the Code Enforcement Personnel of any other information, reasonably believed by the Code Enforcement Personnel to be reliable, giving rise to reasonable cause to believe that conditions or

activities failing to comply with the Uniform Code or Energy Code exist;

Provided, however, that nothing in this Paragraph shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

D. OFPC Inspections. Nothing in this section or in any other provision of this Chapter shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b. Notwithstanding any other provision of this section to the contrary, the Code Enforcement Personnel may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

1. The Code Enforcement Personnel is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e), as in effect from time to time and its successor(s);

2. The Code Enforcement Personnel is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

3. Such inspections are performed no less frequently than once a year;

4. A true and complete copy of the report of each such inspection is provided to the Code Enforcement Personnel; and

5. Upon receipt of each such report, appropriate action prescribed by section 89-17 (Violations) of this Chapter is taken by Code Enforcement Personnel.

E. Fee. The fee specified in or determined in accordance with the provisions set forth in section 89-18 (Fees) of this Chapter must be paid prior to or at the time each inspection performed pursuant to this section. This Paragraph shall not apply to inspections performed by the OFPC.

§ 89-12 COMPLAINTS.

The Code Enforcement Personnel shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this Chapter, or any other local law, ordinance, or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Personnel may deem to be appropriate:

A. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

B. If a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with the notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 89-17 (Violations) of this Chapter;

C. If appropriate, issuing a Stop Work Order;

D. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

§ 89-13 CONDITION ASSESSMENTS OF PARKING GARAGES.

A. Definitions. For the purposes of this section:

1. The term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

2. The term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element of building component;

3. The term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

   a. Buildings in which the only level used for parking or storage of motor vehicles is on grade;

   b. An attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and

   c. A townhouse unit with attached parking exclusively for such unit;

4. The term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

5. The term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

6. The term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

7. The term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Condition Assessments – General Requirements. The owner/operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in Paragraph C of this section, periodic condition assessments as described in Paragraph D of this section, and such additional condition assessments as may be required under Paragraph E of this section. Each condition assessment shall be conducted by or under the direct supervision of

a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town, in accordance with the requirements of Paragraph F of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

1. Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a Certificate of Occupancy or Certificate of Compliance being issued for the structure.

2. Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

   a. If originally constructed prior to January 1, 1984, then prior to October 1, 2019;

   b. If originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

   c. If originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

3. Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to July 1, 2023.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments not less frequently than every 3 years.

E. Additional Condition Assessments.

1. If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under Paragraph D of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

2. If the Code Enforcement Personnel becomes aware of any new or increased deterioration which, in the judgment of the Code Enforcement Personnel, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under Paragraph D of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Code Enforcement Personnel to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Code Enforcement Personnel within 30 days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

1. An evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

2. An evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;

3. An evaluation and description of the unsafe conditions;

4. An evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

5. An evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;

6. An evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

7. The responsible professional engineer's recommendation regarding preventative maintenance;

8. Except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she has reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

9. The responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

G. Review of Condition Assessment Reports. The Code Enforcement Personnel shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Code Enforcement Personnel shall, by Order to Remedy or such other means of enforcement as the Code Enforcement Personnel may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that

cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to Paragraph F of this section. All repair and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Code Enforcement Personnel to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

H. The Town shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town with a written statement attesting to the fact that he or she has been so engaged, the Town shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

I. This section shall not limit or impair the right or the obligation of the Code Enforcement Personnel:

1. To perform such construction inspections as are required by section 89-5 (Construction Inspections) of this Chapter;

2. To perform such periodic fire safety and property maintenance inspections as are required by section 89-11 (Fire Safety and Property Maintenance Inspections) of this Chapter;

3. To take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Code Enforcement Personnel by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

§ 89-14 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

A. The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within the Town as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

1. Design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

2. Heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and

3. Flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management

Agency in the Flood Insurance Study for the community, as amended or revised with:

a. The accompanying Flood Insurance Rate Map (FIRM);

b. Flood boundary and Floodway Map (FBFM); and

c. Related supporting data along with any revisions thereto.

B. The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to Paragraph A of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

§ 89-15 RECORDKEEPING.

A. The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

1. All applications received, reviewed and approved or denied;

2. All plans, specifications and construction documents approved;

3. All Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

4. All inspections and tests performed;

5. All statements and reports issued;

6. All complaints received;

7. All investigations conducted;

8. All condition assessment reports received;

9. All fees charged and collected; and

10. All other features and activities specified in or contemplated by sections 89-4 through 89-14 inclusive of this Chapter.

B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

§ 89-16 PROGRAM REVIEW AND REPORTING.

A. The Code Enforcement Officer shall annually submit to the Town Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 89-15 (Recordkeeping) of this Chapter and a report and summary of all appeals or litigation pending or concluded.

B. The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of the Town, on a form prescribed by the Secretary of State, a report of the activities of the Town relative to the administration and enforcement of the Uniform Code.

C. The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and

complete copies of the records and related materials the Town is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

§ 89-17 VIOLATIONS.

A. Orders to Remedy. The Code Enforcement Personnel is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this Chapter. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Personnel; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this Chapter; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this Chapter which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

"The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied;

and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this Chapter or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Personnel may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Personnel shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within 5 days after the date of the Order to Remedy. The Code Enforcement Personnel shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the order.

B. Appearance Tickets. The Code Enforcement Personnel are authorized to issue appearance tickets for any violation of the Uniform Code.

C. Penalties. In addition to such other penalties as may be prescribed by State law,

1. Any Person who violates any provision of this Chapter or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter, shall be

punishable by a fine of not less than $500 nor more than $1,000, or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; for conviction of a second offense committed within 5 years of another offense of this Chapter, a fine not less than $1,000 nor more than $1,500, or imprisonment for a period not to exceed 15 days, or both; and upon conviction of a third or subsequent offense committed within 5 years of two other offenses of this Chapter, a fine of not less than $1,500 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; and

2. Any Person who violates any provision of the Uniform Code, the Energy Code or this Chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter, shall be liable to pay a civil penalty of not more than $250 for each day or part thereof during which such violation continues. The civil penalties provided by this subparagraph shall be recoverable in an action instituted in the name of the Town.

D. Injunctive Relief. An action or proceeding may be instituted in the name of the Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this Chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Personnel pursuant to any provision of this Chapter. In particular,

but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this Chapter, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this Chapter, an action or proceeding may be commenced in the name of the Town in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 89-6 (Stop Work Orders) of this Chapter, in any other section of this Chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of Section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

§ 89-18 FEES.

A fee schedule shall be established by resolution of the Town Board. Such fee schedule may thereafter be amended from time to time by resolution. The fees set forth therein, or determined in accordance therewith,

shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Personnel described in or contemplated by this Chapter.

§ 89-19 INTERMUNICIPAL AGREEMENTS.

The Town Board may, by resolution, authorize the Supervisor to enter into an agreement in the name of the Town, with other governments to carry out the terms of this Chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 4

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

SECTION 5

This Local Law is enacted pursuant to the New York Municipal Home Rule Law.

SECTION 6

This 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 2023 of the ~~(County)(City)~~(Town)~~(Village)~~ of Rotterdam was duly passed by the Town Board of the Town of Rotterdam on _____, 2023 in accordance with the applicable provisions of law.

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

~~I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____, and was (approved)(not approved) (repassed after disapproval) by the _____ and was deemed duly adopted on _____ 20_____ in accordance with the applicable provisions of law.~~
(Name of Legislative body)
(Elective Chief Executive Officer)*

~~**3. (Final adoption by referendum.)**~~

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

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

~~I hereby certify that the local law annexed hereto, 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_____.~~
(Name of Legislative body)
(Elective Chief Executive Officer)*
~~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: _____

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. 1 of 2023 - A Local Law to Renumber and Amend Chapter 154 of the Town Code of the Town of Rotterdam

Project Location (describe, and attach a location map):

Town of Rotterdam

Brief Description of Proposed Action:

The proposed action would renumber and amend current Chapter 154 (currently entitled "Housing and Building Standards") of the Town Code of the Town of Rotterdam to update the Town's local code enforcement and building code administration law to align it with recently enacted and effective State regulations providing minimum requirements for local code enforcement programs.

Name of Applicant or Sponsor:	Telephone: 518-355-7575
Town Board of the Town of Rotterdam	E-Mail: mcollins@rotterdamny.org

Address:

1100 Sunrise Boulevard

City/PO:	State:	Zip Code:
Rotterdam	NY	12306

	NO	YES
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.	☐	☑
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:	☐	☐

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

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐

	NO	YES
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?		
If Yes, identify: _____	☐	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☐
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?	☐	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☐

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☐

	NO	YES
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?	☐	☐
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?	☐	☐

	NO	YES
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?	☐	☐
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

	NO	YES
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?	☐	☐
16. Is the project site located in the 100-year flood plan?	☐	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☐
If 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:		
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:		
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:		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town Board of the Town of Rotterdam Date: _____

Signature: _____ Title: Town Supervisor

PRINT FORM

Introductory Local Law No. 1 of 2023

A Local Law to Renumber and Amend Chapter 154 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 update the Town's code enforcement and building code administration program to align it with current New York State regulatory requirements, which provide minimum requirements for such programs. The changes that would result from enactment of Introductory Local Law No. 1 of 2023 would include:

- Retitling and renumbering the relevant Chapter of the Code from Chapter 154, "Housing and Building Standards", to Chapter 89, "Building Code Administration and Code Enforcement Program".
- Updating the circumstances in which a building permit is required and when a building permit is not required to conform to current State regulatory requirements.
- Provide submission and document requirements for building permit applications that conform to current State regulatory requirements.
- Provide for construction inspections that conform with current State regulatory requirements, and to allow for remote inspections where appropriate.
- Provide updated regulations regarding issuance of Stop Work Orders, including the circumstances under which they are issued, the contents thereof, the manner of service, and the effect thereof.
- Providing the circumstances under which a Certificate of Occupancy or Certificate of Compliance is required and issued, the contents thereof, and providing for temporary Certificates in appropriate cases.
- Providing for notification regarding fire or explosion by fire departments/fire companies to the Code Enforcement Officer.
- Providing reference to how unsafe buildings, etc., are handled under the Town Code.
- Providing the circumstances under which operating permits are required and issued, documentation and submission requirements for such permits, inspection requirements, and periods of duration of such permits, in accordance with current State regulatory requirements.
- Providing for Fire Safety and Property Maintenance Inspections as required under State regulatory requirements and authorizing remote inspections where appropriate.
- Providing a procedure for review of complaints.
- Providing for initial and periodic condition assessments of parking garages as mandated under State regulatory requirements.
- Providing for the determination of climatic and geographic design criteria for buildings and structures, including ground snow load, wind design loads, seismic category, potential damage from weathering, frost, and termite, winter design temperature, ice

barrier underlayment requirements, air freezing index, mean annual temperature, heating/cooling equipment design criteria, flood hazard areas, flood hazard maps, and supporting data.

- Providing requirements relating to recordkeeping in accordance with current State regulatory requirements.
- Providing for annual and other review and reporting requirements of business conducted as part of the Code Enforcement program.
- Providing procedures and mechanisms for correction and enforcement of violations.

The proposed action is not expected to adversely impact the environment.

RESOLUTION NO. 63.23

TO ESTABLISH THE POSITION OF SENIOR HEAVY EQUIPMENT MECHANIC

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Senior Heavy Equipment Mechanic in the Town of Rotterdam in the non- competitive class of the civil service;

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 the position of Senior Heavy Equipment Mechanic, a position in the non-competitive class of the civil service.

SECTION 2. This resolution shall become effective January 25, 2023

DATED: January 25, 2023

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: January 20, 2023

TO: Town Board

FROM: Highway Department

TITLE OF REQUEST: Establish the Position of Senior Heavy Equipment Mechanic

TOWN BOARD MEETING: January 25, 2023

Background Information: On January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Senior Heavy Equipment Mechanic in the Town of Rotterdam in the non-competitive class of the civil service.

Evaluation/Analysis: Establishing the position of Senior Heavy Equipment Mechanic will create opportunity for growth within the department for a Heavy Equipment Mechanic as well as distinguishes experienced individuals in Heavy Equipment Mechanics.

Recommendation(s): Recommend establishing the position of Senior Heavy Equipment Mechanic

Attachment/Document(s): See attached documents concerning Civil Service meeting minutes and scope of duties.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

SR. HEAVY EQUIPMENT MECHANIC

.DISTINGUISHING FEATURES OF THE CLASS: This position oversees, assists, and performs skilled mechanical repairs on heavy automotive equipment. It is response for the efficient and workmanlike performance of repair and maintenance tasks on a variety of heavy automotive equipment and requiring a thorough knowledge of the trade. Provides general instructions to subordinate workers regarding what tasks to perform. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

- Oversees, assists, and performs skilled operations in repairing and overhauling heavy automotive equipment, such as graders, bull dozers, roller, shovels, cranes, tractors and snow loaders;
- Oversees and assists with mounting and dismounting snow plow blades and other auxiliary equipment;
- Oversees, assists, and performs the repair and maintenance of auxiliary equipment on trucks, graders and roller;
- Oversees and assists with rebuilding of defective or damaged sub assemblies;
- Oversees and assists with the assembling and timing of engines;
- Oversees, assists, and performs the repair or overhaul of transmissions, brake systems, water pumps, differentials and front and rear axels;
- Occasionally operates lathes and other machine shop equipment in making and repairing automotive parts.
- Performs a variety of related duties.

KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of standard automotive repair methods and of the terminology and tools of the trade; demonstrated ability to make difficult repairs to heavy automotive and other mechanical equipment; some knowledge of the machinist trade; ability to work from plans and specifications and to follow rough sketches and oral instructions.

MINIMUM QUALIFICATION:

Graduation from high school or high school equivalency diploma and four years of experience as a skilled automotive mechanic which shall have involved repair and maintenance of heavy automotive equipment.

SPECIAL REQUIREMENT:
Possession of the appropriate level New York State Driver's license which must be maintained throughout employment.

Adopted
CSC 1/19/23

JC: Pending Class

MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
January 19, 2023

Present:

Judy Dagostino, Chair of the Civil Service Commission
Richard Nebolini, Commissioner
Donald B. Ackerman - Commissioner
Barbara Leonard, Personnel Technician
Julie Biittig, Supervising Personnel Assistant

Excused: Joe McQueen, Secretary to the Civil Service Commission

Chairperson Dagostino called the meeting to order at 1:00. All Commissioners were present.

There were no comments during Privilege of the Floor for the Public Hearing.

There were no comments during the Privilege of the Floor for the Agenda.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the minutes of December 20, 2022.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the Report of Personnel Actions for December (attached).

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to establish the following titles, based on New Position Duty Statements:

Position	Jurisdiction	Classification
Accounts Payable/Receivable Clerk	Town of Rotterdam	Competitive
Assistant Transportation Supervisor	Schalmont Central School District	Competitive
Building Inspector (Town)	Town of Niskayuna	Competitive
Chief Technology Officer	City of Schenectady	Exempt*
Cleaner (2)	Town of Rotterdam	Non-Competitive
Court Clerk I (2)	Town of Rotterdam	Competitive
Court Clerk II (2)	Town of Rotterdam	Competitive
Deputy Chief Conflict Defender II	County – Conflict Defender	Exempt*
Deputy Court Clerk (2)	Town of Rotterdam	Competitive
Executive Secretary II (2)	Town of Glenville	Competitive
Firefighter Trainee (10)	City of Schenectady – Fire	Competitive
PC Support Specialist	County – Information Systems	Competitive

Principal Account Clerk II	Town of Glenville	Competitive
School Safety Officer (10)	Schenectady City School District	Competitive
Senior Account Specialist	Niskayuna School District	Competitive
Senior Heavy Equipment Mechanic	Town of Rotterdam	Non-Competitive*
Water and Sewer Maintenance Worker II	Town of Niskayuna	Non-Competitive

*pending classification

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following job specifications:

Title	Requested by:
Chief Technology Officer	City of Schenectady
Senior Heavy Equipment Mechanic	Town of Rotterdam

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to revise the following job specifications:

Title	Requested by:
Assistant Fleet Manager	City of Schenectady
Fleet Manager	City of Schenectady
Heavy Equipment Mechanic	Town of Rotterdam
Senior Account Specialist	Niskayuna School District
Working Team Leader-Mechanic	County – Human Resources

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Sheriff to transfer Cory Wagner from the position of Deputy Sheriff with the Waterford Police Department to the Sheriff's office as a Patrol Officer.

Mr. Nebolini moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Assistant Superintendent of Human Resources and Professional Learning, Schenectady City School District, to promote Hector Gallardo Vega to Senior Data Analyst in accordance with Section 52.7 of New York State Civil Service Law and Rule XII.8 of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the SUNY SCCC to reclassify the position of Head Groundskeeper as Non-Competitive pending approval by New York State Civil Service.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Supervisor, Town of Rotterdam, to transfer Jamie J. Green from the Town of Moreau to the Town of Rotterdam as a Court Clerk.

The next regularly scheduled meeting will be held on **Thursday, February 23, 2023** at 1:00 pm.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adjourn the meeting.

Respectfully Submitted,

Joe McQueen
Secretary of the Civil Service Commission

By:

Barbara Leonard
Personnel Technician

RESOLUTION NO. 64.23

AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW JOB TITLE OF SENIOR HEAVY EQUIPMENT MECHANIC

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Senior Heavy Equipment Mechanic in the Town of Rotterdam in the non-competitive class of the civil service; now.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of Senior Heavy Equipment Mechanic, a position in the non-competitive class of the civil service, as a CSEA bargaining unit position 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 January 25, 2023

DATED: January 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ROTTERDAM
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME, AFL-CIO, TOWN OF ROTTERDAM UNIT #8504 OF THE SCHENECTADY COUNTY LOCAL # 886

WHEREAS the Town of Rotterdam (hereinafter "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 (hereinafter "CSEA") are parties to a collective bargaining agreement effective from January 1, 2021, through December 31, 2021;

WHEREAS the Town notified CSEA that the Town will recognize the new job title of Senior Heavy Equipment Mechanic with a salary of $32.54 per hour as a CSEA bargaining unit position; and,

IT IS HEREBY AGREED:

1. The Town, effective January___, 2023, will voluntarily recognize the title of Senior Heavy Equipment Mechanic as CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

2. This Memorandum of Agreement is subject to board approval by the Town of Rotterdam Town Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers on this ___ day of January 2023.

TOWN OF ROTTERDAM

Mollie Collins, Town Supervisor

CSEA, INC.

Angelique Bywater, CSEA, Inc.

Garry Costanzo, Town of Rotterdam
Town Hall Unit President

SR. HEAVY EQUIPMENT MECHANIC

.DISTINGUISHING FEATURES OF THE CLASS: This position oversees, assists, and performs skilled mechanical repairs on heavy automotive equipment. It is response for the efficient and workmanlike performance of repair and maintenance tasks on a variety of heavy automotive equipment and requiring a thorough knowledge of the trade. Provides general instructions to subordinate workers regarding what tasks to perform. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

- Oversees, assists, and performs skilled operations in repairing and overhauling heavy automotive equipment, such as graders, bull dozers, roller, shovels, cranes, tractors and snow loaders;
- Oversees and assists with mounting and dismounting snow plow blades and other auxiliary equipment;
- Oversees, assists, and performs the repair and maintenance of auxiliary equipment on trucks, graders and roller;
- Oversees and assists with rebuilding of defective or damaged sub assemblies;
- Oversees and assists with the assembling and timing of engines;
- Oversees, assists, and performs the repair or overhaul of transmissions, brake systems, water pumps, differentials and front and rear axels;
- Occasionally operates lathes and other machine shop equipment in making and repairing automotive parts.
- Performs a variety of related duties.

KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of standard automotive repair methods and of the terminology and tools of the trade; demonstrated ability to make difficult repairs to heavy automotive and other mechanical equipment; some knowledge of the machinist trade; ability to work from plans and specifications and to follow rough sketches and oral instructions.

MINIMUM QUALIFICATION:

Graduation from high school or high school equivalency diploma and four years of experience as a skilled automotive mechanic which shall have involved repair and maintenance of heavy automotive equipment.

SPECIAL REQUIREMENT:
Possession of the appropriate level New York State Driver's license which must be maintained throughout employment.

Adopted
CSC 1/19/23

JC: Pending Class

RESOLUTION NO. 65.23

TO ESTABLISH THE POSITION OF ACCOUNTS PAYABLE/RECEIVABLE CLERK

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Accounts Payable/Receivable Clerk in the Town of Rotterdam in the competitive class of the civil service; 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 the position of Accounts Payable/Receivable Clerk, a position in the competitive class of the civil service.

SECTION 2. This resolution shall become effective January 25, 2023

DATED: January 25, 2023

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: January 20, 2023

TO: Town Board

FROM: Mollie A. Collins, Town Supervisor

TITLE OF REQUEST: Establish the Position of Accounts Payable/Receivable Clerk

TOWN BOARD MEETING: January 25, 2023

Background Information: On January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Accounts Payable/Receivable Clerk in the Town of Rotterdam in the competitive class of the civil service.

Evaluation/Analysis: Establishing the position of Accounts Payable/Receivable Clerk will allow the Comptroller's Office to maintain operations as they currently stand. Additionally, it will move further toward the goal of correctly aligning job titles with responsibilities as assigned.

Recommendation(s): Recommend to establish the position of Accounts Payable/Receivable Clerk

Attachment/Document(s): See attached documents concerning Civil Service meeting minutes and scope of duties.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

ACCOUNTS PAYABLE/RECEIVABLE CLERK

DISTINGUISHING FEATURES OF THE CLASS: This position involves receiving, verifying, reconciling and processing invoices and preparing checks for payment. Responsibilities also include depositing and recording miscellaneous cash receipts. The incumbent handles a variety of functions to assist Section 8 regarding ownership changes, reports and check preparation. Supervision is received from the Director of Finance with leeway given for carrying out the details of the work.

TYPICAL WORK ACTIVITIES:

- Charges expenses to expense reports, accounts and cost centers, analyzing invoices for discount opportunities and records these entries;
- Reviews and resolves discrepancies for purchase orders, invoices and receiving reports to make payments and prepare checks on a scheduled basis;
- Issues stop-payments or purchase order amendments;
- Reconciles monthly vendor statements and related transactions;
- Classifies recurring receipts and expenditures and distributes costs according to procedure;
- Provides support to Section 8 regarding ownership changes; processing of bi-monthly payments, portability, fraud recovery, retiree receivables and 1099 reporting;
- Prepares checks for payroll liabilities and vendors on a weekly basis and for Section 8 on a monthly basis;
- Processes levies and payments to the IRS and NYS Taxation and Finance and validates tax ID numbers for Section 8 when requested;
- Assists in preparing cash deposits and enters the transactions into the computer system;
- Updates vendor information and related W-9 tax information;
- Formats and reviews utility schedules for payment;
- Sorts, indexes and files requisitions, vouchers, ledger cards and other material;
- Adheres to safety policy;
- Performs other related duties as assigned.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of modern methods of keeping and reviewing financial accounts and records; working knowledge of computer operations as they related to an automated accounting system; working knowledge of office terminology, procedures and equipment; working knowledge of Business Arithmetic and English; ability to understand and follow oral and written instructions; ability to make arithmetic computations rapidly and accurately; ability to prioritize and shift priorities as needed in order to meet deadlines; attention to detail and accuracy; ability to learn new computer programs.

MINIMUM QUALIFICATIONS:

(A) Graduation from a regionally accredited or New York State registered college with an Associate's degree in Business Administration or a related field and two (2) years of experience in accounts payable or accounts receivable; OR

(B) Graduation from high school or possession of a high school equivalency diploma and four years of experience as defined by the limits of (A) above; OR

(C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

NOTE: The essential functions of this job are determined by the department/jurisdiction where the job is located.

Adopted CSC 07/21/15

JC: COMPETITIVE

MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
January 19, 2023

Present:

Judy Dagostino, Chair of the Civil Service Commission
Richard Nebolini, Commissioner
Donald B. Ackerman - Commissioner
Barbara Leonard, Personnel Technician
Julie Biittig, Supervising Personnel Assistant

Excused: Joe McQueen, Secretary to the Civil Service Commission

Chairperson Dagostino called the meeting to order at 1:00. All Commissioners were present.

There were no comments during Privilege of the Floor for the Public Hearing.

There were no comments during the Privilege of the Floor for the Agenda.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to approve the minutes of December 20, 2022.

Mr. Nebolini moved, and Mr. Ackerman seconded, and the Commission unanimously voted to approve the Report of Personnel Actions for December (attached).

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to establish the following titles, based on New Position Duty Statements:

Position	Jurisdiction	Classification
Accounts Payable/Receivable Clerk	Town of Rotterdam	Competitive
Assistant Transportation Supervisor	Schalmont Central School District	Competitive
Building Inspector (Town)	Town of Niskayuna	Competitive
Chief Technology Officer	City of Schenectady	Exempt*
Cleaner (2)	Town of Rotterdam	Non-Competitive
Court Clerk I (2)	Town of Rotterdam	Competitive
Court Clerk II (2)	Town of Rotterdam	Competitive
Deputy Chief Conflict Defender II	County – Conflict Defender	Exempt*
Deputy Court Clerk (2)	Town of Rotterdam	Competitive
Executive Secretary II (2)	Town of Glenville	Competitive
Firefighter Trainee (10)	City of Schenectady – Fire	Competitive
PC Support Specialist	County – Information Systems	Competitive

Principal Account Clerk II	Town of Glenville	Competitive
School Safety Officer (10)	Schenectady City School District	Competitive
Senior Account Specialist	Niskayuna School District	Competitive
Senior Heavy Equipment Mechanic	Town of Rotterdam	Non-Competitive*
Water and Sewer Maintenance Worker II	Town of Niskayuna	Non-Competitive

*pending classification

Mrs. Dagostino moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following job specifications:

Title	Requested by:
Chief Technology Officer	City of Schenectady
Senior Heavy Equipment Mechanic	Town of Rotterdam

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously voted to revise the following job specifications:

Title	Requested by:
Assistant Fleet Manager	City of Schenectady
Fleet Manager	City of Schenectady
Heavy Equipment Mechanic	Town of Rotterdam
Senior Account Specialist	Niskayuna School District
Working Team Leader-Mechanic	County – Human Resources

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Sheriff to transfer Cory Wagner from the position of Deputy Sheriff with the Waterford Police Department to the Sheriff's office as a Patrol Officer.

Mr. Nebolini moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Assistant Superintendent of Human Resources and Professional Learning, Schenectady City School District, to promote Hector Gallardo Vega to Senior Data Analyst in accordance with Section 52.7 of New York State Civil Service Law and Rule XII.8 of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the SUNY SCCC to reclassify the position of Head Groundskeeper as Non-Competitive pending approval by New York State Civil Service.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Supervisor, Town of Rotterdam, to transfer Jamie J. Green from the Town of Moreau to the Town of Rotterdam as a Court Clerk.

The next regularly scheduled meeting will be held on **Thursday, February 23, 2023** at 1:00 pm.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adjourn the meeting.

Respectfully Submitted,

Joe McQueen
Secretary of the Civil Service Commission

By:

Barbara Leonard
Personnel Technician

RESOLUTION NO. 66.23

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 TITLE OF ACCOUNTS PAYABLE/RECEIVABLE CLERK

WHEREAS, on January 19, 2023, the Schenectady County Civil Service Commission voted to establish the title of Accounts Payable/Receivable Clerk in the Town of Rotterdam in the competitive class of the civil service; now

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of Accounts Payable/Receivable Clerk, a position in the competitive class of the civil service, as a CSEA bargaining unit position 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 January 25, 2023.

DATED: January 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ROTTERDAM
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC, LOCAL 1000 AFSCME,
AFL-CIO, TOWN OF ROTTERDAM UNIT #8504 OF THE SCHENECTADY COUNTY LOCAL # 886

WHEREAS the Town of Rotterdam (hereinafter "Town") and CSEA, Local 1000 AFSCME, AFL-CIO, Town of Rotterdam Unit #8504 of the Schenectady County Local 886 (hereinafter "CSEA") are parties to a collective bargaining agreement effective from January 1, 2021, through December 31, 2021;

WHEREAS the Town notified CSEA that Town will recognize the new job title of Accounts Payable/Receivable Clerk with a salary of $44.428.26 as a CSEA bargaining unit position; and,

IT IS HEREBY AGREED:

1. The Town, effective January ___, 2023, will voluntarily recognize the title of Accounts Payable/Receivable Clerk as a CSEA bargaining unit positions covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.
2. This Memorandum of Agreement is subject to board approval by the Town of Rotterdam Town Board.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their proper officers on this ___ day of January 2023.

TOWN OF ROTTERDAM

Mollie Collins, Town Supervisor

CSEA, INC.

Angelique Bywater, CSEA, Inc.

Garry Costanzo, Town of Rotterdam Town Hall Unit President

ACCOUNTS PAYABLE/RECEIVABLE CLERK

DISTINGUISHING FEATURES OF THE CLASS: This position involves receiving, verifying, reconciling and processing invoices and preparing checks for payment. Responsibilities also include depositing and recording miscellaneous cash receipts. The incumbent handles a variety of functions to assist Section 8 regarding ownership changes, reports and check preparation. Supervision is received from the Director of Finance with leeway given for carrying out the details of the work.

TYPICAL WORK ACTIVITIES:

- Charges expenses to expense reports, accounts and cost centers, analyzing invoices for discount opportunities and records these entries;
- Reviews and resolves discrepancies for purchase orders, invoices and receiving reports to make payments and prepare checks on a scheduled basis;
- Issues stop-payments or purchase order amendments;
- Reconciles monthly vendor statements and related transactions;
- Classifies recurring receipts and expenditures and distributes costs according to procedure;
- Provides support to Section 8 regarding ownership changes; processing of bi-monthly payments, portability, fraud recovery, retiree receivables and 1099 reporting;
- Prepares checks for payroll liabilities and vendors on a weekly basis and for Section 8 on a monthly basis;
- Processes levies and payments to the IRS and NYS Taxation and Finance and validates tax ID numbers for Section 8 when requested;
- Assists in preparing cash deposits and enters the transactions into the computer system;
- Updates vendor information and related W-9 tax information;
- Formats and reviews utility schedules for payment;
- Sorts, indexes and files requisitions, vouchers, ledger cards and other material;
- Adheres to safety policy;
- Performs other related duties as assigned.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of modern methods of keeping and reviewing financial accounts and records; working knowledge of computer operations as they related to an automated accounting system; working knowledge of office terminology, procedures and equipment; working knowledge of Business Arithmetic and English; ability to understand and follow oral and written instructions; ability to make arithmetic computations rapidly and accurately; ability to prioritize and shift priorities as needed in order to meet deadlines; attention to detail and accuracy; ability to learn new computer programs.

MINIMUM QUALIFICATIONS:

(A) Graduation from a regionally accredited or New York State registered college with an Associate's degree in Business Administration or a related field and two (2) years of experience in accounts payable or accounts receivable; OR

(B) Graduation from high school or possession of a high school equivalency diploma and four years of experience as defined by the limits of (A) above; OR

(C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

NOTE: The essential functions of this job are determined by the department/jurisdiction where the job is located.

Adopted CSC 07/21/15

JC: COMPETITIVE

RESOLUTION NO. 67.23

CALL TO BID FOR ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 7, 2023, 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:

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., FEBRUARY 7, 2023

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: January 25, 2023
BidNet: Please publish on January 27, 2023
Daily Gazette: Please publish once on January 28, 2023
Town Clerk Post

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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:	January 13, 2023
TO:	Town Board
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Call to Bid for One (1) New Pak Mor R100C Smooth Side 20yd Body
TOWN BOARD MEETING:	January 25, 2023
Background Information:	Replacement of a Packer body on a 2004 Freightliner Truck.
Evaluation/Analysis:	After evaluation of the unit, it was determined that the overall condition of the truck and chassis is good. Replacement of the packer body due to its age and wear was deemed necessary and would be most cost effective rather than replacing the whole unit which would include the truck and chassis.
Recommendation(s):	The Town Board to place on Bidnet
Attachment/Document(s):	Bid Package
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law Section 103
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Town of Rotterdam

Request for Bids

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

Bid Opening:

Tuesday February 7, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

ONE (1) NEW PAK MOR R100C SMOOTH SIDE 20YD BODY

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment . By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

Town of Rotterdam

Detailed Specifications

New Pak Mor R100C Smooth Side 20yd Body Specification:

Qty	Description
1	• New Pak Mor R100C Smooth Side 20yd Body • Standard Body for 138" CA • 2.0 cu yd Loading Hopper • 4" Pack & Sweep Cylinder • Hot Shift PTO for Automatic • 29 GPM Pump • 49Gal Frame Mounted Oil Reservoir • 4 Light Strobe System- MTD on 4 corners of Body • 2 Hopper Lights • Buzzer System • Power Shut off Switch • Rear view Camera • Installed & Painted White The Town of Rotterdam will supply a clean & obstruction free Chassis for installation. Bidder agrees to deliver all products and services within 120 days from the awarded Bid date. **NOTE: Questions should be submitted in writing to Larry LaMora, Town of Rotterdam Highway superintendent llamora@rotterdamny.org or by calling 518-355-7722.**

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on February 7, 2023**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. February 7, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

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

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

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

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

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

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 68.23

TO AUTHORIZE AN AGREEMENT WITH GREENBRIAR CONSTRUCTION SERVICES AND SPECTRUM ENVIRONMENTAL ASSOCIATES, INC. FOR THE MONITORING AND REMOVAL OF ASBESTOS TO THE BABE RUTH CLUBHOUSE

WHEREAS, On June 3, 2022, a motorist traveling southeast on Poutre Avenue was driving at a high rate of speed and struck a corner of the building causing significant damage, and upon investigating the damages, an asbestos survey was performed and was determined that approximately 500 SF of the basement ceiling has asbestos and needs to be removed before any repair work can be done; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Greenbriar Construction Services located at 49 Wilshire Drive, Albany, New York 12205, for the removal of asbestos in the basement ceiling of the Babe Ruth Clubhouse, in an amount not to exceed eighteen thousand six hundred eighty and 00/100 ($18,680.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Spectrum Environmental Associates, Inc. located in Schenectady New York, 12301, for the required monitoring of asbestos removal in the basement ceiling of the Babe Ruth Clubhouse in an amount not to exceed six hundred and ninety and 00/100 ($690.00) dollars per day.

SECTION 3. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: January 11, 2023
TO: Town Board
FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Greenbriar Construction Services for removal of asbestos in the basement ceiling of the Babe Ruth Clubhouse located at 912 Poutre Avenue; and enter into agreement with Spectrum Environmental Associates, Inc. to monitor the removal.

TOWN BOARD MEETING: January 25, 2023

Background Information: On June 3, 2022, a motorist traveling southeast on Poutre Avenue was driving at a high rate of speed and struck a corner of the building causing significant damage. A copy of the accident report is provided for reference. An asbestos survey was performed and it was determined that approximately 500 SF of the basement ceiling has asbestos and it needs to be removed before any repair work can be done. The asbestos survey report is provided for reference.

Evaluation/Analysis: The Town received two lump sum price bids for the removal of the asbestos and Greenbriar Construction Services LLC was the low bidder and the amount is $18,680.00. In addition, the removal of the asbestos needs to be monitored by another company and the Town received one bid in the amount of $690.00/day from Spectrum Environmental Associates, Inc. I anticipate all cost will be reimbursed to the Town since the owner of the vehicle is taking full responsibility as per my discussion with the Travelers Insurance representative. See attached email from the Travelers insurance representative regarding reimbursement of cost.

Recommendation(s): I recommend that the Town Board approve the cost and enter into an agreement with Greenbriar Construction Services LLC for the asbestos removal in the amount of $18,680.00; and approve the cost and enter into an agreement with Spectrum Environmental Associates, Inc. to monitor the removal in the amount of $690.00/day.

Attachment/Document(s): Documents noted above are included with this request.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

GREENBRIAR
CONSTRUCTION SERVICES LLC

Mr. Fred Mastroianni
Town Consultant Engineer
Town of Rotterdam

December 19th, 2022

Project: **912 Poutre Avenue ---Rotterdam, New York**

Asbestos Abatement

Greenbriar Construction Services, LLC is pleased to provide the following lump sum proposal for the abatement services required at the above-referenced project. The following scope of work was developed during our site visit and in accordance with the specifications provided by the owner.

This proposal is intended to be utilized by the owner for evaluating feasibility and costs associated with the downsizing, sale or redevelopment of the site and as an offer to perform the work.

Scope of Work:

- Notification and posting of Asbestos Abatement Project per NYSDOL requirements.
- Mobilization of labor, equipment, materials, and supervision to and from site including required decontamination unit.
- Prep and abatement of asbestos-containing materials as specified in the site visit. Removals included are approximately 450 SF of asbestos-containing ceiling systems. Excludes any removals within walls or chases. Excludes any variances. Excludes any removal of contents.
- Removal and legal disposal of all asbestos-containing material to a certified landfill facility permitted to accept such material.
- Includes prevailing wage rates.
- Includes portable restroom if required.
- Legal disposal of all construction debris to a certified landfill permitted to accept such material.
- Includes required OSHA monitoring.
- Includes required project closeout documentation.

Exclusions:

- Hazardous or regulated material abatement or remediation other than the above-mentioned asbestos work including but not limited to mold, lead, PCB, refrigerants, mercury, UST, paints, solvents, etc.
- Temporary Power and water.
- NYS Sales Tax.
- Third-party monitoring, consulting, testing, engineering or analytical services.
- Municipal building permits.
- Any other work besides what is previously specified in the above scope of work.

GREENBRIAR
CONSTRUCTION SERVICES LLC

Lump Sum Pricing:

$ 18,680.00

Project Schedule:

- Greenbriar Construction Services anticipates approximately 3-4 **day(s)** for safe and successful project completion of the abatement from a start date mutually agreed upon by the contractor and owner.

Terms & Conditions:

- The terms of this quotation shall be incorporated into and made part of any future contractual agreement between both parties.
- Owner to provide Tax Exempt or Capital Improvement Certification otherwise applicable sales tax may apply.
- Insurance furnished to the limits and coverage's shown on the attached sample COI.
- 25% Deposit; Balance upon completion. No percentage of payment shall be retained for any periods of time. Any balances over 30 days will be charged interest at a rate of 2.5% per month. All major credit cards accepted at a rate of 3.5% per transaction.
- Quote is based on current landfill, fuel, material, etc. cost at the time of estimate. Any increases after 30 days will apply on a cost-plus basis. *Quote valid for 30 days from proposal date.*
- All work will be completed in an open shop environment during normal business hours, Monday-Friday, unless otherwise stated.
- All work to be completed under a single project mobilization unless otherwise stated. Each additional mobilization, if required, will be billed at a minimum value of $1,500.

Please feel free to call or email with any questions regarding this proposal.

GREENBRIAR
CONSTRUCTION SERVICES LLC

Sincerely,

Scott Loudis

Greenbriar Construction Services, LLC
49 Wilshire Drive
Albany, NY 12205
(518) 621-6512

ACCEPTANCE OF PROPOSAL CONDITIONS – NOTICE TO PROCEED:

Client Name: _____ *Representing*: _____

Signature: _____ *Date*: _____

Acknowledgement of Payment Terms & Conditions: _____ (Initial)

Acceptance of Types & Limits of Insurance Coverages: _____ (Initial)

Understanding of Scope of Work, Exclusions & Project Schedule: _____ (Initial)

Confirmation of Capital Improvement or Tax-Exempt Status*: _____ (Initial & Provide Copy)

* If applicable

SPECTRUM
Environmental Associates, Inc.
"Exceeding Our Clients Expectations of Excellence"

P. O. Box 1024
Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

December 12, 2022

Town of Rotterdam
Attn: Fred Mastroianni PE
1100 Sunrise Blvd.
Rotterdam, NY 12306
Email: fmastroianni@rotterdamny.org
Claim # TRAV22295

Re: Asbestos Monitoring – Babe Ruth Clubhouse – 912 Poutre Ave, Rotterdam, NY

Dear Mr. Mastroianni:

Spectrum Environmental Associates, Inc. (Spectrum) appreciates the opportunity to present you with a proposal to provide asbestos related services at the above referenced site. Based on the information provided, Spectrum has prepared the following quote.

SCOPE OF SERVICES

Spectrum understands the scope of the work to be a large interior work area (>160 SF) a therefore will require the following.

- Perform background, during and final air clearance sampling for all interior work areas as required under NYS ICR 56.
- A properly certified Project Monitor shall perform a final visual inspection of all work areas as required under ICR 56.
- Air samples will be analyzed by Phase Contract Microscopy (PCM) – NIOSH 7400 method.
- All sample results will be available within 24 hours of collection
- Spectrum will provide notification as required by NYS ICR 56 to the owner and the contractor if the air sampling results are above the acceptable limit of 0.01 f/cc or background level.
- Provide the client with a final written report which will include air sampling locations, results, chain of custody documentation, log sheets, laboratory certifications, company licenses and employee certifications.

FEE SCHEDULE: Based on the information provided from the abatement contractor regarding schedule, Spectrum has prepared this cost estimated for your consideration. Final cost will be based on the unit prices below and the actual time and expenses used to properly complete the project based on the abatement contractors final scope and timing.

ITEM	QUANTITY	UNIT COST	TOTAL
Certified Project Monitor on Site	8 hours/day	$66.00 per hour	$ 525.00
Certified Project Monitor on Site	minimum	$300.00	
PCM Sample Analysis	10 samples/day	$16.50 each	$ 165.00
Final Report/Administrative Fee.	1	$250.00	
		ESTIMATED DAILY COST	**$ 690.00**

* Unit prices are for normal work shift and 48 hour T/A on sample results as per ICR 56. Overtime and rush analysis will incur a 50% unit price increase.

Based on an estimate from TJ Bell, Inc. of one half day for backgrounds, 1 day of prep, two days of removal & cleaning, one half day of finals and report, the total cost for monitoring would be approximately $3,250.00.

OTHER REQUIREMENTS:

- Owner/Abatement Contractor shall provide electrical power and allow use of the site as needed to perform the scope of work in accordance with all state and federal regulations. If Spectrum is required to provide a generator, an additional $100.00/day will be charged
- As required by ICR 56, the contractor's supervisor must perform his own final inspection and be on-site to accompany Spectrum during its required Project Monitor Visual Inspection.
- If air sampling results are above 0.01 f/cc, NYS ICR 56 requires that the results be sent to the Asbestos Control Bureau immediately (same business day) which may result in a site visit from the NYS DOL.
- **Spectrum shall not be responsible for the means, methods, techniques, sequences and procedures employed by the contractor in the performance of their contract, and shall not be responsible for the failure of the contractor to carry out the work in accordance with the contract documents. Spectrum shall advice the owner's representative of any deficiencies which we discover during the course of the final inspection.**

Spectrum Environmental Associates would like to thank you for the opportunity to present our proposal for asbestos consulting services. If you have any questions regarding our proposal or pricing, please feel free to contact me at 518-346-6374 or rmartin@4spectrum.com. If this proposal is acceptable, please sign and return it to Spectrum intact.

PROPOSAL ACCEPTANCE AGREEMENT AND PAYMENT TERMS:

1. Proposal shall remain valid for thirty (30) days from date prepared.
2. Spectrum accepts checks and all major credit cards. Return Check Fee - $35.00.
3. Client agrees to pay Spectrum for all work performed, upon presentation of invoice, the sum(s) stipulated in the attached proposal. The Client's obligation to pay is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or on the Client's successful completion of the project.
4. Invoices not paid within thirty (30) days of invoice date are subject to a 1-1/2% per month late payment fee. In suit to collect fees under this agreement, the client agrees to pay all of Spectrum's collection costs, court costs, interest, and reasonable attorney's fee.
5. In the event any invoice is not paid within thirty (30) days, Spectrum reserves the right to suspend services under this contract.
6. Client agrees to indemnify and defend Spectrum from any liability, loss cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, or other injury or loss except such as is caused solely by the negligence or willful misconduct of Spectrum, its employees, or agents.
7. This agreement represents the entire agreement between the parties and may not be altered except in writing signed by both parties.

Acceptance

Respectfully Submitted,

Ronald F. Martin Jr.
Operations Manager

Name: _____

Signature: _____

ORION
Demolition & Environmental Services, LLC

8D Petra Lane
Albany, NY 12205
(518) 250-5658
(518) 252-3973 (eFax)
www.oriondes.com

December 21, 2022

Mr. Fred Mastroianni, PE
Town Consultant Engineer
1100 Sunrise Blvd.
Rotterdam, NY 12306

Project: **Town of Rotterdam – Poutre Park Fieldhouse Rev.1**
Orion DES Quote #2022-139

Mr. Mastroianni:

Orion Demolition & Environmental Services, LLC is pleased to provide the following lump sum proposal for the abatement services required at the above-referenced project. The following Scope of Work was developed during our site visit and in accordance with the specifications provided by the owner.

This proposal is intended to be utilized by the owner for evaluating feasibility and costs associated with the downsizing, sale or redevelopment of the site and as an offer to perform the work.

Scope of Work:

- Notification and posting of Asbestos Abatement Project per NYSDOL project requirements.
- Mobilization of labor, equipment, materials and supervision to and from site including required decontamination units and temporary restroom facilities.
- Prep and abatement of asbestos-containing materials included in the Limited Asbestos Survey Report prepared by H2M dated November 30, 2022. Assumes removal of 500 SF of gypsum board ceiling only from basement level restroom only. Assumes a maximum single layer for all asbestos-containing materials scheduled for abatement. Excludes removal of any other asbestos containing materials that may be present throughout the structure.
- Loose furniture, CMU debris, other stored content, and all salvageable items shall be removed by others prior to contractor mobilization.
- Removal and legal disposal of all asbestos-containing material to a certified landfill facility permitted to accept such material.
- Includes required project closeout documentation per NYSDOL requirements.

Exclusions:

- Hazardous or regulated material abatement or remediation other than identified asbestos including but not limited to lead, mold, PCB, refrigerants, mercury, UST, paints, solvents, etc.
- Disconnection, relocation, isolation, termination or protection of utility services.
- Third-party monitoring, consulting, testing, engineering or analytical services. Clearance air samples or inspections shall be provided by others with immediate turnaround time.
- Temporary heat, power and water. Additional costs will apply if contractor is to provide.

Lump Sum Pricing – Schedule of Values:

SOW Item:	Lump Sum Pricing:
NYSDOL Asbestos Project Notification Fee	$1,000.00
Mobilization & General Conditions	$4,500.00
Asbestos Abatement Labor	$25,500.00
Waste Transportation & Disposal	$2,500.00
Project Totals:	**$33,500.00**

Project Schedule:

- Orion DES anticipates approximately **SIX (6)** day(s) for safe and successful project completion from a start date mutually agreed upon by the contractor and owner.

Terms & Conditions:

- Municipal building permits, if required, shall be obtained and paid for direct by the owner.
- Assumes panel connection to existing electrical systems is by others under separate contract.
- The terms of this quotation shall be incorporated into and made part of any future contractual agreement between both parties.
- Owner to provide Tax Exempt or Capital Improvement Certification otherwise applicable sales tax may apply.
- Insurance furnished to the limits and coverages shown on the attached sample COI.
- Net 30 payment terms apply; no percentage of payment shall be retained for any length of time. Any balances over 30 days will be charged interest at a rate of 3.5% per month. All major credit cards accepted at a rate of 3.5% per transaction.
- Quote is based on current landfill, fuel, material, etc. cost at the time of estimate. Any increases after 30 days will apply on a cost-plus basis. *Quote valid for 30 days from proposal date.*
- All work will be completed in an open shop environment during normal business hours, Monday-Friday, unless otherwise stated. *Includes applicable state prevailing wage rates.*
- All work to be completed under a single project mobilization unless otherwise stated. Each additional mobilization, if required, will be billed at a minimum value of $2,500.

Please feel free to call or email with any questions regarding this proposal.

Sincerely,
ORION DEMOLITION & ENVIRONMENTAL SERVICES, LLC

Anthony Carleo

Anthony Carleo
Vice President of Operations
acarleo@oriondes.com
(518) 774-5643

H 2 M architects + engineers
290 Broad Hollow Road, Ste 400E
Melville, NY 11747 | tel 631.756.8000

November 30, 2022

Via Email: CLEDWAR1@travelers.com

Ms. Corine Edwards
Travelers Insurance Co.
PO Box 430
Buffalo, NY 14240-0430

Re: Limited Asbestos Survey Report
Insured: Town of Rotterdam
Babe Ruth Clubhouse, 912 Poutre Ave, Rotterdam
H2M Job No.: TRAV22295
Travelers Claim No.: DJL4450

Dear Ms. Edwards:
In accordance with your request, H2M architects + engineers (H2M) conducted a limited asbestos survey at the above-referenced property. We provide herein the results of our findings.

Asbestos Sampling
On October 31st, 2022, H2M collected limited bulk samples of suspect asbestos containing materials (ACM) that were located within the above referenced residence. H2M inspected areas of the property that were determined to be physically damaged by the reported fire loss.

Bulk samples were submitted to EMSL Analytical, Inc. (EMSL) of Carle Place, New York. EMSL is certified by the New York State Department of Health (NYSDOH), Environmental Laboratory Approval Program (ELAP), No. 11469. Bulk samples were collected and submitted by New York State Department of Labor (NYS DOL) certified inspector Mr. Zachary J Spoering (NYSDOL Cert. No. 14-21880).

Asbestos Results
According to the Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA) and the NYSDOL (12 NYCRR Part 56); asbestos containing material (ACM) is defined as any material or product which contains greater than one percent (1%) of asbestos.

BABE RUTH CLUBHOUSE, POUTRE AVENUE, ROTTERDAM, NEW YORK			
LOCATION	**MATERIAL DESCRIPTION**	**RESULT FINDINGS**	**APPROXIMATE QUANTITY OF ACM**
Clubhouse	**Gypsum Board (Ceiling)**	**Non-ACM, Asbestos Contaminated Due to Layering**	**500 S.F***
	Joint Compound (Ceiling)	**ACM**	
	White Wall Tile	Non-ACM	--
	Black Wall Tile	Non-ACM	--

BABE RUTH CLUBHOUSE, POUTRE AVENUE, ROTTERDAM, NEW YORK			
LOCATION	**MATERIAL DESCRIPTION**	**RESULT FINDINGS**	**APPROXIMATE QUANTITY OF ACM**
Clubhouse	Joint Compound (Wall)	Non-ACM	--
	Yellow Wall Tile	Non-ACM	--
	Wall Tile Grout	Non-ACM	--
Exterior	Wall Block	Non-ACM	--
	Wall Mortar	Non-ACM	--
	Brick	Non-ACM	--
	Brick Mortar	Non-ACM	--
	Wall Grout (Red)	Non-ACM	--

ACM- Asbestos Containing Material
Non-ACM / Trace; Contains <1% or No-Asbestos Detected in Material Samples
***All quantities should be verified on site by the contractor prior to submitting a cost estimate or abatement notification/filings. H2M should be notified if there is a change in quantities or work scope.**

Lead Based Paint Sampling

On October 31st of 2022, H2M collected paint chip samples of suspect lead-based paint from painted surfaces of the Babe Ruth Clubhouse, located at 912 Poutre Ave, in Rotterdam, NY.

Paint Chip samples were submitted to EMSL Analytical, Inc. (EMSL) of Carle Place, New York. EMSL is certified by the New York State Department of Health (NYSDOH), Environmental Laboratory Approval Program (ELAP), No. 11469 and EPA 7000B, AAS.

Lead Based Paint Results

According to the U.S. Environmental Protection Agency (US EPA) lead based paint is defined as paint containing equal to or more than 0.5% lead by weight in paint chip samples.

BABE RUTH CLUBHOUSE, POUTRE AVENUE, ROTTERDAM, NEW YORK					
Location / Sample #	Room/Component	Substrate	Color	% by Weight	Interpretation
Interior / 1	Walls	Concrete Block	Yellow	<0.0080	Non-Lead Based Paint
Exterior / 2	Walls	Concrete Block	Yellow	0.0093	Lead-Containing Paint
Exterior / 3	Walls	Concrete Block	Blue	<0.0080	Non-Lead Based Paint

Table Notes:
1. Lead Based Paint (LBP) in Bold = EPA defined LBP or lead concentration equal to or above 0.5% by weight.
2. Lab detection reporting limit is 0.008%

* - Lead sample concentration above lab detection limit but below EPA threshold for Lead Based Paint, refer to OSHA 29 CFR 1926.62 for training and handling guidance of Lead Containing Materials (LCM) or incidentally impacted Lead Based Paint (LBP) during construction. Contractor must hold awareness training and reference OSHA 29 CFR 1926.62 and 29 CFR 1910 in working with LCM including proper housekeeping and PPE and disposal and waste characterization requirements.

Laboratory analytical data sheets and chain of custody forms are provided in Attachment 1. Copies of H2M's licenses and certifications are provided in Attachment 2. Copies of EMSL's certifications are provided in Attachment 3. Photographic documentation is provided in Attachment 4.

H2M certifies that the information contained herein is based on the physical data and visual inspections conducted by H2M and lab data collected during the inspection survey. All findings stated in this report are based upon facts and circumstances as they existed at the time of inspection and at the time that this report was prepared. A change in any of the site conditions, facts or circumstances upon which this report is based may affect the findings expressed in this report.

If you have any questions, please do not hesitate to contact the undersigned at (631) 756-8000, extension 1616.

Very truly yours,

H2M architects + engineers

Zachary J Spoering
Industrial Hygienist

ATTACHMENT 1

LABORATORY ANALYSIS
&
CHAIN OF CUSTODY FORM

EMSL Analytical, Inc.
528 Mineola Avenue, Carle Place, NY 11514
Phone/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com carleplacelab@emsl.com

EMSL Order:	062223001
CustomerID:	H2ML50
CustomerPO:	
ProjectID:	

Attn: **Kyle P. Vander Schuyt**
H2M Architects and Engineers
538 Broad Hollow Road
4th Floor East
Melville, NY 11747

Phone:	(631) 756-8000
Fax:	
Received:	11/1/2022 10:44 AM
Collected:	10/31/2022

Project: **TRAV 22295**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3051A/7000B)*

Client Sample Description	*Lab ID*	*Collected*	*Analyzed*	*Lead Concentration*
P-1	*062223001-0001*	10/31/2022	11/1/2022	<0.0080 % wt
	Site: Ground Level Bathroom CMU Yellow			
P-2	*062223001-0002*	10/31/2022	11/1/2022	0.0093 % wt
	Site: Exterior Wall CMU Yellow			
P-3	*062223001-0003*	10/31/2022	11/1/2022	<0.0080 % wt
	Site: Exterior Wall CMU Blue			

Daniel Clarke, Asbestos Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt. based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. Carle Place, NY Lab ID 102344 is accredited by AIHA LAP, LLC in the env. accreditation program for Lead in Paint, CT PH-0249, NYS ELAP 11469, CA 2339

Initial report from 11/02/2022 08:11:40

OrderID: 062223001

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead Chain of Custody

EMSL Order Number / Lab Use Only

062223001

PHONE:
EMAIL: Kyle V

Customer Information		Billing Information	
Customer ID:	H2M L50	Billing ID:	H2M L50
Company Name:	H2M	Company Name:	H2M
Contact Name:	290 Broadhollow Rd, Kyle Vanler Schuyt	Billing Contact:	Kyle Vanler Schuyt
Street Address:	290 Broadhollow Road	Street Address:	290 Broadhollow Rd
City, State, Zip:	Melville NY 11747	Country: US	City, State, Zip: Melville NY 11747 Country: US
Phone:	631 392 5230		Phone: 631 392 5230
Email(s) for Report:	KVanlerschuyt@H2M.com		Email(s) for Invoice:

Project Information

Project Name/No:	TRAV 22295	Purchase Order:	
EMSL LIMS Project ID: (If applicable, EMSL will provide)		US State where samples collected: NY	State of Connecticut (CT) must select project location. Commercial (Taxable) Residential (Non-Taxable)
Sampled By Name:	Zack Spoering	Sampled By Signature:	No. of Samples in Shipment: 3

Turn-Around-Time (TAT)

3 Hour | 6 Hour | GS 24 Hour | 32 Hour | 48 Hour | 72 Hour | 96 Hour | 1 Week | 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only, samples must be submitted by 11:30am.

MATRIX	METHOD	INSTRUMENT	REPORTING LIMIT	SELECTION
GS CHIPS X % by wt. ppm (mg/kg) mg/cm²	SW 846-7000B	Flame Atomic Absorption	0.008% (80ppm)	
*Reporting Limit based on a minimum 0.25g sample weight	SW 846-6010D*	ICP-OES	0.0004% (4ppm)	
AIR	NIOSH 7082	Flame Atomic Absorption	4µg/filter	
	NIOSH 7300M / NIOSH 7303M	ICP-OES	0.5µg/filter	
	NIOSH 7300M / NIOSH 7303M	ICP-MS	0.05µg/filter	
WIPE ASTM NON-ASTM	SW 846-7000B	Flame Atomic Absorption	10µg/wipe	
*If no box is checked, non-ASTM Wipe is assumed	SW 846-6010D*	ICP-OES	1.0µg/wipe	
TCLP	SW 846-1311 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	
	SW 846-1311 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	
SPLP	SW 846-1312 / 7000B / SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	
	SW 846-1312 / SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	
TTLC	22 CCR App. II, 7000B	Flame Atomic Absorption	40mg/kg (ppm)	
	22 CCR App. II, SW 846-6010D*	ICP-OES	2mg/kg (ppm)	
STLC	22 CCR App. II, 7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	
	22 CCR App. II, SW 846-6010D*	ICP-OES	0.1 mg/L (ppm)	
Soil	SW 846-7000B	Flame Atomic Absorption	40mg/kg (ppm)	
	SW 846-6010D*	ICP-OES	2mg/kg (ppm)	
Wastewater Unpreserved	SM 3111B / SW 846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	
Preserved with HNO3 PH<2	EPA 200.7	ICP-OES	0.020 mg/L (ppm)	
Drinking Water Unpreserved	EPA 200.5	ICP-OES	0.003 mg/L (ppm)	
Preserved with HNO3 PH<2	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	
TSP/SPM Filter	40 CFR Part 50	ICP-OES	12 µg/filter	
Other:				

RECEIVED 2022 NOV -1 A 10:44 EMSL ANALYTICAL, INC. CARLE PLACE, NY

Sample Number	Sample Location	Volume / Area	Date / Time Sampled
P-1	Ground Level Bathroom CMU yellow	2 x 2	10/31/22
P-2	Exterior Wall CMU yellow	↓	↓
P-3	Exterior Wall CMU Blue	↓	↓

Method of Shipment: FeLex

Sample Condition Upon Receipt:

Relinquished by:	Date/Time: 10/31/22	Received by: Grace Salcedo	Date/Time: 11-1-22 10:44AM
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document • COC-25 Lead R16 4/19/2021

*6010C Available Upon Request

PB Bem Akter 11/1/22

AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and ... ons by Customer.

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
Tel/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Attention: Kyle P. Vander Schuyt
H2M Architects and Engineers
538 Broad Hollow Road
4th Floor East
Melville, NY 11747

Phone: (631) 756-8000
Fax:
Received Date: 11/01/2022 10:44 AM
Analysis Date: 11/01/2022
Collected Date: 10/31/2022

Project: Babe Ruth Clubhouse, Rotterdam, NY, Bathroom, Equipment Room and Exterior

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID 1-1		**Description**	Ground Level and 1st Floor - Ceiling Gypsum		
062223015-0001		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Brown/ White	10.00% Cellulose	70.00% Gypsum 20.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 1-2		**Description**	Ground Level and 1st Floor - Ceiling Gypsum		
062223015-0002		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Brown/ White	10.00% Cellulose	72.00% Gypsum 18.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-1		**Description**	Ground Level and 1st Floor - Ceiling Joint Compound		
062223015-0003		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Tan	None	80.00% Ca Carbonate 4.00% Mica 14.00% Non-fibrous (other)	**2.00% Chrysotile**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-2		**Description**	Ground Level and 1st Floor - Ceiling Joint Compound		
062223015-0004		**Homogeneity**			
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-3		**Description**	Ground Level and 1st Floor - Ceiling Joint Compound		
062223015-0005		**Homogeneity**			
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
Tel/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID 2-4 *062223015-0006*		**Description** **Homogeneity**	Ground Level and 1st Floor - Ceiling Joint Compound		
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-5 *062223015-0007*		**Description** **Homogeneity**	Ground Level and 1st Floor - Ceiling Joint Compound		
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-6 *062223015-0008*		**Description** **Homogeneity**	Ground Level and 1st Floor - Ceiling Joint Compound		
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-7 *062223015-0009*		**Description** **Homogeneity**	Ground Level and 1st Floor - Ceiling Joint Compound		
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-8 *062223015-0010*		**Description** **Homogeneity**	Ground Level and 1st Floor - Ceiling Joint Compound		
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 2-9 *062223015-0011*		**Description** **Homogeneity**	Ground Level and 1st Floor - Ceiling Joint Compound		
PLM NYS 198.1 Friable	11/01/2022				**Positive Stop (Not Analyzed)**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

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http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID 3-1		**Description**	Ground Level - White Wall Tile		
062223015-0012		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		60.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 3-2		**Description**	Ground Level - White Wall Tile		
062223015-0013		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		62.00% Non-fibrous (other) 38.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 4-1		**Description**	Ground Level - Black Wall Tile		
062223015-0014		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		60.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 4-2		**Description**	Ground Level - Black Wall Tile		
062223015-0015		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		60.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 5-1		**Description**	Ground Level - Wall Tile Grout		
062223015-0016		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		30.00% Ca Carbonate 25.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 5-2		**Description**	Ground Level - Wall Tile Grout		
062223015-0017		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		30.00% Ca Carbonate 24.00% Non-fibrous (other) 46.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
Tel/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 6-1		**Description**	1st Floor - Wall Gypsum		
062223015-0018		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Brown/ White	12.00% Cellulose	70.00% Gypsum 18.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 6-2		**Description**	1st Floor - Wall Gypsum		
062223015-0019		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Brown/ White	12.00% Cellulose	72.00% Gypsum 16.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-1		**Description**	1st Floor - Wall Joint Compound		
062223015-0020		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		82.00% Ca Carbonate 3.00% Mica 15.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-2		**Description**	1st Floor - Wall Joint Compound		
062223015-0021		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		82.00% Ca Carbonate 4.00% Mica 14.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-3		**Description**	1st Floor - Wall Joint Compound		
062223015-0022		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		80.00% Ca Carbonate 2.00% Mica 18.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

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http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID 7-4 *062223015-0023*		**Description** 1st Floor - Wall Joint Compound **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	11/01/2022	White		83.00% Ca Carbonate 3.00% Mica 14.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-5 *062223015-0024*		**Description** 1st Floor - Wall Joint Compound **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	11/01/2022	White		81.00% Ca Carbonate 3.00% Mica 16.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-6 *062223015-0025*		**Description** 1st Floor - Wall Joint Compound **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	11/01/2022	White		83.00% Ca Carbonate 2.00% Mica 15.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-7 *062223015-0026*		**Description** 1st Floor - Wall Joint Compound **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	11/01/2022	White		84.00% Ca Carbonate 2.00% Mica 14.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 7-8 *062223015-0027*		**Description** 1st Floor - Wall Joint Compound **Homogeneity** Homogeneous			
PLM NYS 198.1 Friable	11/01/2022	White		84.00% Ca Carbonate 2.00% Mica 14.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

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http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos
Sample ID 7-9		**Description**	1st Floor - Wall Joint Compound		
062223015-0028		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		84.00% Ca Carbonate 3.00% Mica 13.00% Non-fibrous (other)	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 8-1		**Description**	1st Floor - Yellow Wall Tile		
062223015-0029		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		60.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 8-2		**Description**	1st Floor - Yellow Wall Tile		
062223015-0030		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	White		62.00% Non-fibrous (other) 38.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 9-1		**Description**	1st Floor - Wall Tile Grout		
062223015-0031		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		30.00% Ca Carbonate 25.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 9-2		**Description**	1st Floor - Wall Tile Grout		
062223015-0032		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		33.00% Ca Carbonate 24.00% Non-fibrous (other) 43.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
Tel/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 10-1		**Description**	Exterior - Exterior Wall Brick		
062223015-0033		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		30.00% Ca Carbonate 23.00% Non-fibrous (other) 47.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 10-2		**Description**	Exterior - Exterior Wall Brick		
062223015-0034		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		32.00% Ca Carbonate 23.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 11-1		**Description**	Exterior - Wall Grout		
062223015-0035		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		31.00% Ca Carbonate 24.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 11-2		**Description**	Exterior - Wall Grout		
062223015-0036		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		32.00% Ca Carbonate 22.00% Non-fibrous (other) 46.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 12-1		**Description**	Exterior - Brick		
062223015-0037		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Red		60.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
Tel/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order: 062223015
Customer ID: H2ML50
Customer PO: TRAV22295
Project ID:

Test Report:Asbestos Analysis of Bulk Material

Test	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Fibrous	Asbestos
Sample ID 12-2		**Description**	Exterior - Brick		
062223015-0038		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Red		58.00% Non-fibrous (other) 42.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 13-1		**Description**	Exterior - Brick Grout		
062223015-0039		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		30.00% Ca Carbonate 25.00% Non-fibrous (other) 45.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 13-2		**Description**	Exterior - Brick Grout		
062223015-0040		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Gray		32.00% Ca Carbonate 21.00% Non-fibrous (other) 47.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 14-1		**Description**	Exterior - Red Wall Grout		
062223015-0041		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Red		60.00% Non-fibrous (other) 40.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**
Sample ID 14-2		**Description**	Exterior - Red Wall Grout		
062223015-0042		**Homogeneity**	Homogeneous		
PLM NYS 198.1 Friable	11/01/2022	Red		58.00% Non-fibrous (other) 42.00% Quartz	**None Detected**
PLM NYS 198.6 VCM					**Not Analyzed**
PLM NYS 198.6 NOB					**Not Analyzed**
TEM NYS 198.4 NOB					**Not Analyzed**

Initial report from: 11/02/2022 09:55:56

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
Tel/Fax: (516) 997-7251 / (516) 997-7528
http://www.EMSL.com / carleplacelab@emsl.com

EMSL Order:	062223015
Customer ID:	H2ML50
Customer PO:	TRAV22295
Project ID:	

Test Report:Asbestos Analysis of Bulk Material

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk Materials via NYS ELAP Approved Methods. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date:	11/1/2022	Sample Receipt Time:	10:44 AM
Analysis Completed Date:	11/1/2022	Analysis Completed Time:	6:16 PM

Analyst(s):

Sawyer Fries

Sawyer Fries PLM NYS 198.1 Friable (34)

Samples reviewed and approved by:

Daniel Clarke, Asbestos Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Estimation of uncertainty available upon request. This report is a summary of multiple methods of analysis, fully compliant reports are available upon request. All samples examined for the presence of vermiculite when analyzed via NYS 198.1. A combination of PLM and TEM analysis may be necessary to ensure consistently reliable detection of asbestos. Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. This report must not be used to claim product endorsement by NVLAP of any agency or the U.S. Government . Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. NOB= Non friable organically bound; N/A= Not applicable VCM= Vermiculite containing material.

Samples analyzed by EMSL Analytical, Inc. Carle Place, NY NYS ELAP 11469, NVLAP Lab Code 101048-10

Initial report from: 11/02/2022 09:55:56

OrderID: 062223015

062223015

H2M architects + engineers

Bulk Sheet and Chain of Custody

H2M L50	Site Address: Babe Ruth Clubhouse, Rotterdam NY	Date Submitted: 10/31/22
Address: 538 Broad Hollow Road 4th Floor East Melville, NY 11747	Work Area: Bathroom, Equipment Room + Exterior	Turn Around Time: 24 hr
	Fax Results to:	E-mail Results to: KVanderSchuyt@H2M.Com
		Number of Samples: 42
Analytical Procedure: (Circle One) NY ELAP Method 198.1 (friable in NY) / NY ELAP Method 198.6 (non-friable-NY) / NY ELAP Method 198.4 (TEM)		Billing # TRAV22295

Sample Number	Location	Sample Description	Comments
1-1	Ground Level + 1st Floor	Ceiling Gypsum	
1-2			
2-1		Ceiling Joint Compound	
2-2			
2-3			
2-4			
2-5			
2-6			
2-7			
2-8			
2-9			
3-1	Ground Level	White Wall Tile	
3-2			
4-1		Black Wall Tile	
4-2			
5-1		Wall Tile Grout	
5-2			
6-1	1st Floor	Wall Gypsum	
6-2			
7-1		Wall Joint Compound	
7-2			
7-3			
7-4			
7-5			
7-6			
7-7			

RECEIVED EMSL ANALYTICAL, INC. CARLE PLACE, NY 2022 NOV -1 A 10:44

Relinquished by (signature)	Date	Time	Received by (signature)	Date	Agent of
	10/31/22	1500		11/1/22	EMSL
Relinquished by (signature)	Date	Time	Received by (signature)	Date	Agent of:

**** PLEASE ANALYZE TO FIRST POSITIVE ****

OrderID: 062223015

062223015

H2M architects + engineers

Bulk Sheet and Chain of Custody

Page 2 OF 2

H2M L50	Site Address: Babe Ruth Clubhouse, Rotterdam NY	Date Submitted: 10/31/22
Address: 538 Broad Hollow Road 4th Floor East Melville, NY 11747	Work Area: Bathroom, Equipment Room + Exterior	Turn Around Time: 24 hr
	Fax Results to: / E-mail Results to: KVanderSchuyt@H2M.Com	Number of Samples: 42
Analytical Procedure: (Circle One) NY ELAP Method 198.1 (friable in NY) / NY ELAP Method 198.6 (non-friable-NY) / NY ELAP Method 198.4 (TEM)		Billing # TRAV 22295

Sample Number	Location	Sample Description	Comments
7-1 ~~8~~	1st Floor	~~Exterior~~ Wall Joint Comp	
7-2	Wall Joint Compound	First Floor	
8-1	1st Floor	Yellow wall Tile	
8-2	↓	↓	
9-1	↓	Wall Tile Grout	
9-2	↓	↓	
10-1	Exterior	Exterior Wall Block	
10-2	↓	↓	
11-1	↓	Wall Grout	
11-2	↓	↓	
12-1	↓	Brick	
12-2	↓	↓	
13-1	↓	Brick Grout	
13-2	↓	↓	
14-1	↓	Wall Rel Grout	
14-2	↓	↓	
[illegible]			
[illegible]			

RECEIVED
EMSL ANALYTICAL, INC.
CARLE PLACE, NY
2022 NOV -1 A 10: 44

Relinquished by (signature)	Date	Time	Received by (signature)	Date	Agent of:
	10/31/22	1500		11/1/22	EMSL
Relinquished by (signature)	Date	Time	Received by (signature)	Date	Agent of:

Jennifer Frieri 11/1/22

** PLEASE ANALYZE TO FIRST POSITIVE **

ATTACHMENT 2

H2M'S PERSONNEL LICENSES AND CERTIFICATIONS

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

H2M Architects, Engineers, Land Surveying and
Landscape Architecture, D.P.C.
4th Floor East
538 Broad Hollow Road

Melville, NY 11747

FILE NUMBER: 00-0724
LICENSE NUMBER: 28582
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 12/17/2021
EXPIRATION DATE: 12/31/2022

Duly Authorized Representative – Debra Mattina:

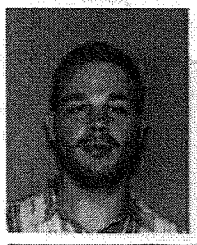
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

SH 432 (8/12)

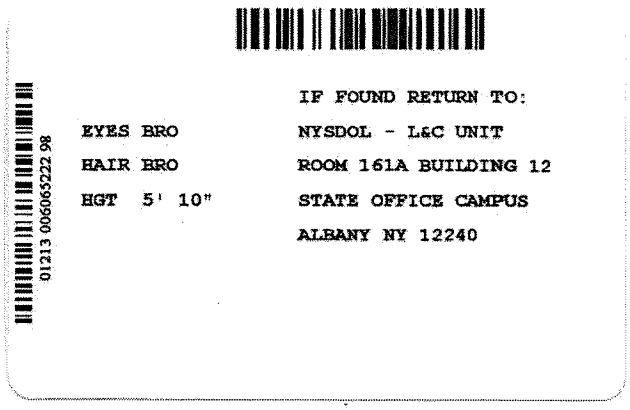
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



ZACHARY J SPOERING
CLASS(EXPIRES)
C ATEC(08/23) D INSP(08/23)
H PM (08/23)

CERT# 14-21880
DMV# 327274548

MUST BE CARRIED ON ASBESTOS PROJECTS


01213 006065222 98
EYES BRO
HAIR BRO
HGT 5' 10"
IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

ATTACHMENT 3

EMSL'S CERTIFICATIONS

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101048-10

EMSL Analytical, Inc.

Carle Place, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2022-07-01 through 2023-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
528 Mineola Ave.
Carle Place, NY 11514
Mr. Daniel Clarke
Phone: 516-997-7251
Email: dclarke@emsl.com
http://www.emsl.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 101048-10**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. DANIEL CLARKE
EMSL ANALYTICAL, INC.
528 MINEOLA AVE.
CARLE PLACE, NY 11514

NY Lab Id No: 11469

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:

Metals I		
Lead, Total	NIOSH 7082	
Miscellaneous		
Asbestos	40 CFR 763 APX A No. III	
	YAMATE,AGARWAL GIBB	
	NIOSH 7402	
Fibers	NIOSH 7400 A RULES	

Serial No.: 64681

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
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CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. DANIEL CLARKE
EMSL ANALYTICAL, INC.
528 MINEOLA AVE.
CARLE PLACE, NY 11514

NY Lab Id No: 11469

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

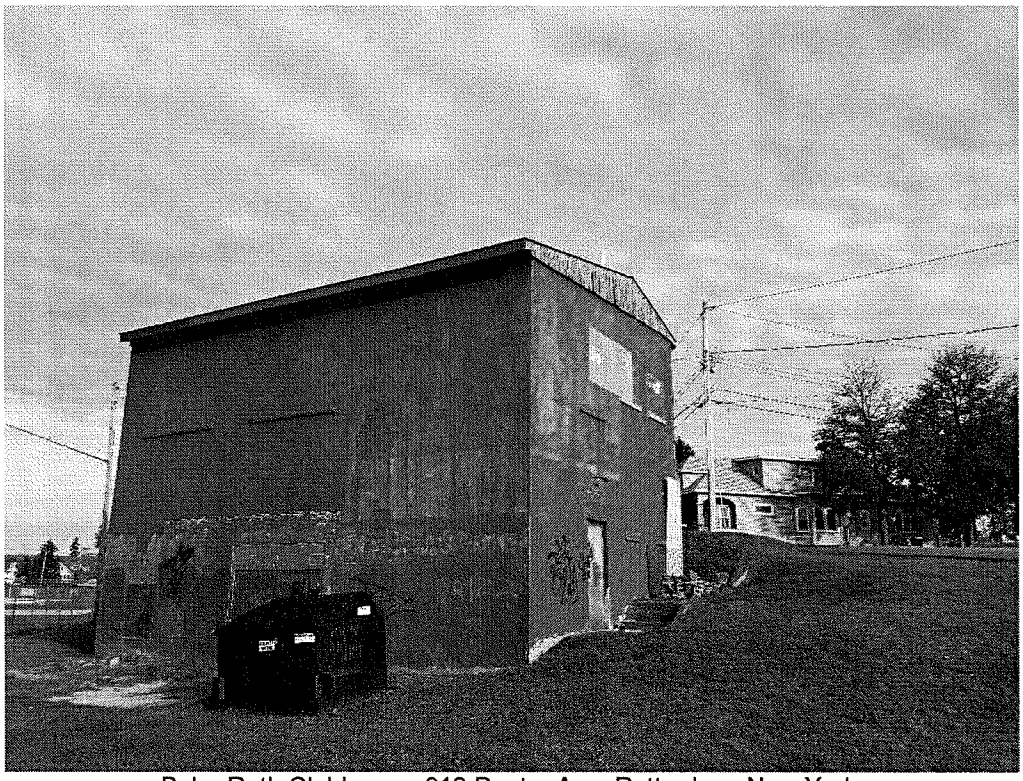
	EPA 3051A

Serial No.: 64680

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

ATTACHMENT 4

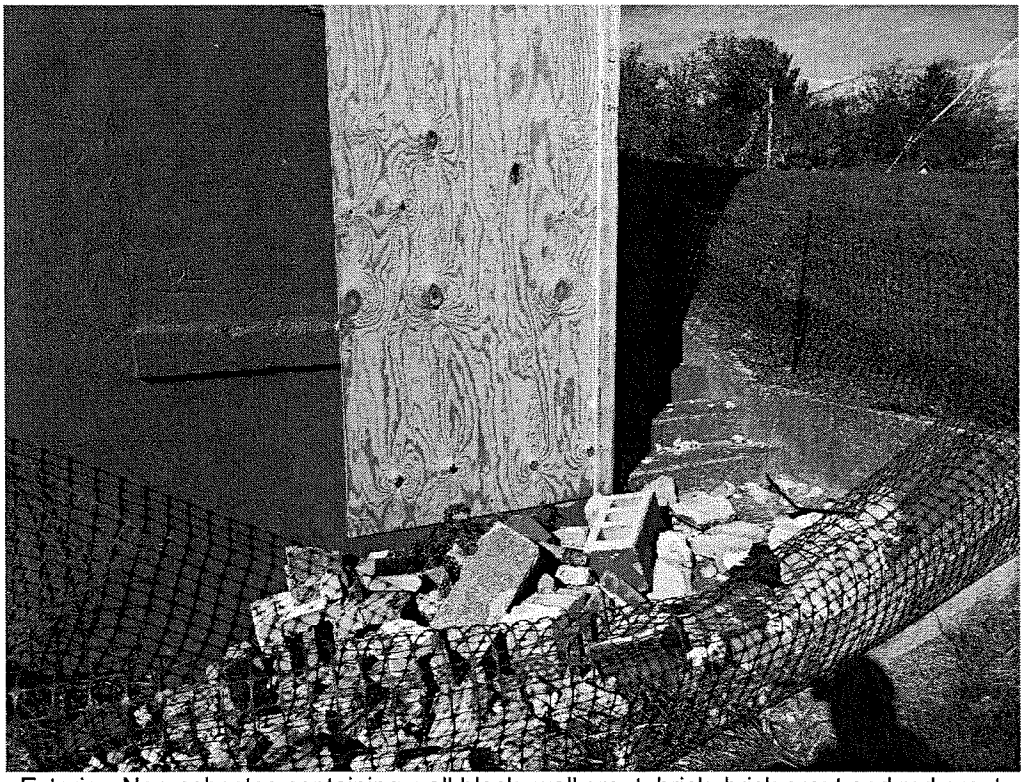
PHOTOGRAPHIC DOCUMENTATION



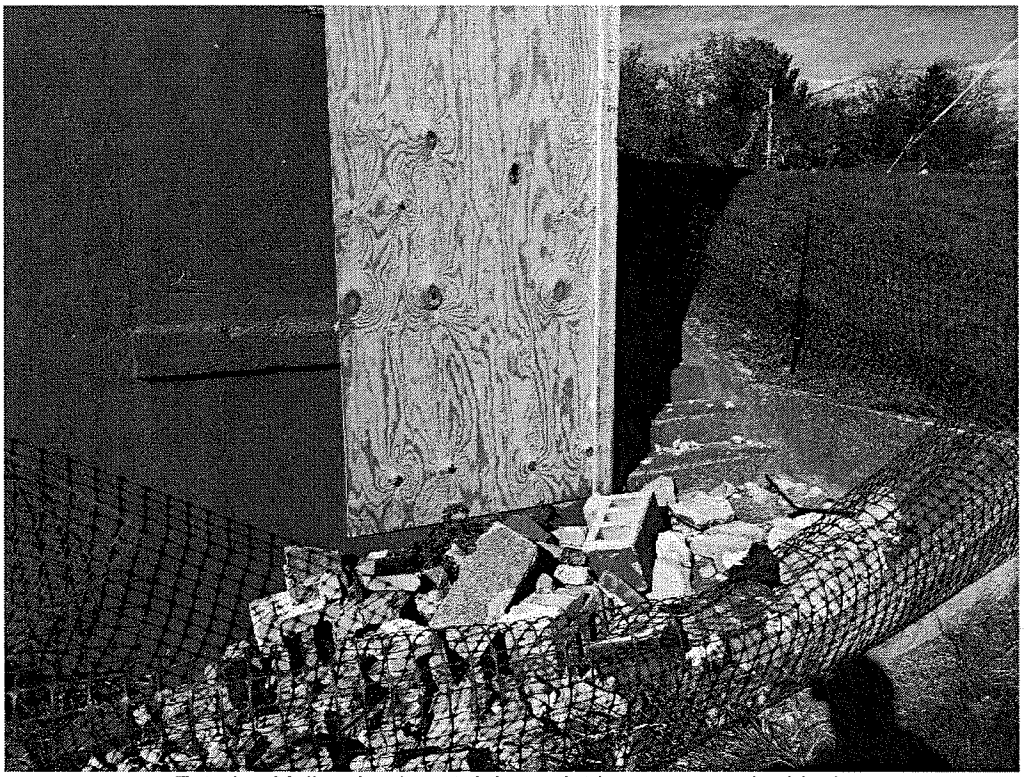
Babe Ruth Clubhouse, 912 Poutre Ave, Rotterdam, New York.

Ground Level: Asbestos containing ceiling joint compound and contaminated by layering ceiling gypsum.

Ground Level: Non-asbestos containing black, white wall tile and grout.



Exterior: Non-asbestos containing wall block, wall grout, brick, brick grout and red grout.



Exterior: Yellow lead containing paint layer on exterior block.

RESOLUTION NO. 69.23

TO AUTHORIZE AN AGREEMENT WITH TOTE CONSTRUCTION SERVICES FOR TEMPORARY SHORING OF THE BABE RUTH CLUBHOUSE

WHEREAS, On June 3, 2022, a motorist traveling southeast on Poutre Avenue was driving at a high rate of speed and struck a corner of the Babe Ruth Clubhouse building causing significant damage and upon investigation, temporary shoring is needed prior to a permanent repair; NOW

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Tote Construction Services located at 3269 Guilderland Ave, Rotterdam, NY 12306, for the temporary shoring of the Babe Ruth Clubhouse, in an amount not to exceed eighteen thousand eight hundred seventeen and 20/100 ($18,817.20) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: January 11, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Tote Construction Services for temporary shoring of the Babe Ruth Clubhouse located at 912 Poutre Avenue.

TOWN BOARD MEETING: January 25, 2023

Background Information: On June 3, 2022, a motorist traveling southeast on Poutre Avenue was driving at a high rate of speed and struck a corner of the building causing significant damage. A copy of the accident report is provided for reference. The building corner was damaged and temporary shoring is needed prior to a permanent repair. A copy of the temporary shoring plans are also provided.

Evaluation/Analysis: The Town received three lump sum price bids for the temporary shoring and Tote Construction Services LLC was the low bidder and the amount is $18,817.20. I anticipate all cost will be reimbursed to the Town since the owner of the vehicle is taking full responsibility as per my discussion with the Travelers Insurance representative. See attached email from the Travelers insurance representative regarding reimbursement of cost.

Recommendation(s): I recommend that the Town Board approve the cost and enter into an agreement with Tote Construction Services LLC for the temporary shoring in the amount of $18,817.20.

Attachment/Document(s): Documents noted above are included with this request.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Prime Contract 1

Project: 23-11 - 912 Poutry Ave Masonry Repair
912 Poutry
Schenectady , New York 12306

Masonry Wall Repairs

OWNER/CLIENT:	Town of Rotterdam Town of Rotterdam	**CONTRACTOR:**	Town of Rotterdam Town of Rotterdam
ARCHITECT/ENGINEER:		**DATE CREATED:**	12/22/2022
CONTRACT STATUS:	Out For Bid	**CREATED BY:**	John Russell **(Tote Construction Services)**
EXECUTED:	No	**DEFAULT RETAINAGE:**	0.0%
START DATE:	02/20/2023	**SIGNED CONTRACT RECEIVED DATE:**	
SUBSTANTIAL COMPLETION DATE:		**ORIGINAL SUBSTANTIAL COMPLETION DATE:**	
ESTIMATED COMPLETION DATE:	02/24/2023	**ACTUAL COMPLETION DATE:**	

DESCRIPTION:
Repair Masonry Wall at 912 Poutry Ave in Rotterdam New York per the shoring plan designed by Nolan Engineering.

INCLUSIONS:
Repair Masonry Wall per the shoring plan provided by the owner.

Includes:

1. Demolition and Disposal per the shoring plan.
2. Labor and Materials to complete the plan per the shoring plan.

EXCLUSIONS:

ATTACHMENTS:
Sample COI For TCS[1644].pdf, 912 Poutry Ave_Shoring Plan.pdf

#	Budget Code	Description	Amount
1	01.O General Demo and Dumpster	General Requirements	$3,744.00
2	05-050.O Flashing and Plate	Basic Metal Materials and Methods	$1,584.00
3	06-100.O Framing Per the Shoring Plan	Rough Carpentry	$11,761.20
4	15-100.O Plumbing Demo	Plumbing	$864.00
5	16.O Electrical Demo	Electrical	$864.00
		Grand Total:	**$18,817.20**

Town of Rotterdam
Town of Rotterdam

Town of Rotterdam
Town of Rotterdam

John Russell 12/22/2022

SIGNATURE **DATE** **SIGNATURE** **DATE** **SIGNATURE** **DATE**

PCC
CONTRACTING
INCORPORATED

Thursday, December 22, 2022

Fred C. Mastroianni, PE
Town Consultant Engineer
Town of Rotterdam

Re: **Poutre Park Field House Proposal**
2999 Plunkett Ave
Rotterdam, NY

PCC Contracting, Inc. proposes the following for supply of all supervision, labor, material, and equipment necessary to perform the below detailed scope of work for a lump sum of **$42,420.00 (Forty-Two Thousand Four Hundred Twenty Dollars).**

Scope of Work:

1) ***Stabilization***
   - ***a)*** *Remove existing brick veneer in whole as depicted by shading.*
   - ***b)*** *Install steel angle into CMU mortar joint at area of removals at both East and North elevations.*
     - ***i)*** *Angles will intersect and land on a shoring post.*
       - ***(1)*** *Size of shoring post to be determined by Nolan Engineering.*
       - ***(2)*** *Mortar joint will be replaced after shoring installation.*
   - ***c)*** *Cut back plumbing and electrical where noted.*
     - ***i)*** *Shutoff to electrical and plumbing by others and to be verified by PCC Contracting.*
   - ***d)*** *Install interior two (2) 6x6 PT beams for shoring with Instafooting and Simpson Post-Cap Brackets*
   - ***e)*** *Sawcut and remove damaged CMU where shown.*
     - ***i)*** *2x12 shoring to be installed in area of CMU removals.*
   - ***f)*** *Install Sheathing, girts, Ice/Watershield, Flashing and Joint Sealants.*

Enumeration of Contract Documents (As They Relate to Scope of Work Listed Above):

- *Plans: Town of Rotterdam Temp Shoring, Dated: Nov. 21st, 2022 Prepared by Nolan Engineering*
- *Addenda: -*

Qualifications:

Excludes testing, sales tax, permits, engineering, MEP relocation/removals, hazardous material identification/abatement/removal, temporary heat/enclosures, water usage fees, electrical usage fees, DBE requirements and anything not specifically included.

Proposal is subject to acceptance within 30 days at the above quoted prices and execution of a mutually acceptable contract. Thank you for the opportunity to present this proposal. Please call me at (845) 774-0755 with any questions.

Sincerely,

PCC Contracting, Inc.

Chris Fahnestock
Project Manager

MID-STATE INDUSTRIES, LTD.

Roofing ▪ Sheet Metal ▪ Exterior/Interior Restoration Specialists

Request For Proposal

December 22, 2022

Attention Fred Mastroianni PE
Town Consultant Engineer
Town Of Rotterdam
1100 Sunrise Blvd.

Rotterdam, New York.

RE: Vehicle Impact Plan:

Mr. Mastroianni:

Per our site visit on December 20th with drawings, GO.1 thru A1.1 provided by Nolan Engineering dated 11/12/2022. We have prepared a quote for the following: Provide all shoring in accordance with drawing A1.2 detail #1.
Remove and dispose of 96 SF. of common brick and 42 SF. of common block.
All carpentry framing as per details on A1.1
All Ice and water protection over exterior 7/16" OSB board.
All related aluminum flashing
Removal of all shoring.
Interior and exterior final cleaning
General Conditions
Related Insurance
Close out information if require.

Total for the forementioned Scope:
Twenty-two Thousand and no cents
$ 22,000.00

If I could be of any additional assistance, please do not hesitate to contact our office.

Jimmy Capobianco
Estimator
Mid-State Industries
1105 Catalyn Street
Schenectady, New York
Tel 518-381-1461, ext41
Cell 850-685-9261.

VEHICLE IMPACT PLAN:
- TEMPORARY SHORING -

FOR TOWN OF ROTTERDAM,
POUTRE PARK, FIELD HOUSE
ROTTERDAM, NY

INDEX

G0.1 COVER SHEET & NOTES
A1.0 REMOVAL PLAN & ELEVATIONS
A1.1 PLAN, SECTION & DETAILS
A1.2 SECTION & DETAILS

CONSTRUCTION TYPE: V

DESIGN PROVISIONS..... 2020 BUILDING CODE OF NEW YORK STATE
2020 EXISTING BUILDING CODE OF NEW YORK STATE

DESIGN LOADS:

ROOF.....50 PSF (SNOW) 15 PSF (DEAD)
CEILING.....10 PSF (DEAD)
FLOOR (NON-SLEEPING).....40 PSF (LIVE) 12 PSF (DEAD)
STAIRS.....40 PSF
HANDRAILS.....200 LBS (ANY POINT/DIRECTION)

WIND LOADS:

BASIC WIND SPEED (3 SECOND)
GUST.....115 MPH
IMPORTANCE FACTOR
(Iw).....1.0
HIGHEST POINT OF ROOF
(FT).....31'
TOPOGRAPHIC FACTOR
(Kzt).....1.0

NAILING SCHEDULE: PER R602.3(1)

TOP PLATE TO STUD (END NAIL).....2-16D COMMON
STUD TO SOLE PLATE (END NAIL).....2-16D COMMON
STUD TO SOLE PLATE (TOE NAIL).....4-8D COMMON OR 3-16D BOX
DOUBLE TO PLATES.....10D BOX @ 12" OC
DBL TOP PLATE LAP SPLICE.....8-16D COMMON
TOP PLATES LAPS (INTERSECTION).....3-10D BOX
SOLE PLATE TO JOISTS OR BLOCKING.....16D COMMON @ 16" OC
CEILING JOISTS TO TOP PLATE (TOE-NAIL).....3-8D COMMON
CEILING JOISTS OVER PARTITION.....4-10D BOX
CEILING JOISTS TO PARALLEL RAFTER.....PER R802.5.1(9)
RAFTER TO TOP PLATE (TOE-NAIL).....3-16D BOX
1X BRACE TO STUD/PLATE.....2-8D COMMON
JOISTS TO SILL PLATE (TOE-NAIL).....3-8D COMMON
RAFTER TO RIDGE, HIP OR VALLEY (TOE-NAIL).....4-16D BOX
RAFTER TO RIDGE, HIP OR VALLEY (END-NAIL).....3-16D BOX
RAFTER-TIES TO RAFTER.....4-8D BOX
SUBFLOOR TO FLOOR JOISTS.....6D COMMON @ 6"OC EDGE 12" OC FIELD
WALL SHEATHING TO STUD.....6D COMMON @ 6" OC EDGE 12" OC FIELD
ROOF SHEATHING TO RAFTER/TRUSS.....6D COMMON @ 6" OC EDGE 12" OC FIELD

DESIGN WIND PRESSURE FOR EXTERIOR COMPONENTS AND CLADDING MATERIALS

ROOF SLOPE	SURFACE	EFFECTIVE WIND AREA (sf)	WIND PRESSURE TOWARD SURFACE (psf)	WIND PRESSURE AWAY FROM SURFACE (psf)
0° TO 7°	ZONE 1 ROOF	10 20 50 100	10 10 10 10	14.8 14.2 13.7 13.3
	ZONE 2 ROOF EDGES	10 20 50 100	10 10 10 10	24.4 21.6 18.4 15.8
	ZONE 3 ROOF OVERHANG AT ROOF EDGES	10 20 50 100	0 0 0 0	31.0 29.6 26.1 19.8
	ZONE 3 ROOF CORNERS	10 20 50 100	10 10 10 10	36.8 30.5 27.1 15.8
	ZONE 3 ROOF OVERHANG AT ROOF CORNERS	10 20 50 100	0 0 0 0	34.6 27.1 17.3 10.5
N/A	ZONE 4 WALL	10 20 50 100 500	14.9 13.9 13.0 12.4 10.9	15.8 15.1 14.3 13.8 12.1
	ZONE 5 WALL CORNERS	10 20 50 100 500	14.6 13.8 13.0 12.4 10.9	19.5 18.2 16.5 15.1 12.1

WIND LOAD DATA FOR COMPONENTS AND CLADDING

GENERAL NOTES:

DESIGNED IN ACCORDANCE WITH THE 2020 BUILDING CODE OF NEW YORK STATE & THE 2020 EXISTING BUILDING CODE OF NEW YORK STATE.

DIMENSIONS TO, OF, AND IN EXISTING STRUCTURE (IF APPLICABLE) SHALL BE VERIFIED IN FIELD BY CONTRACTOR.

DO NOT SCALE DRAWINGS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES IN DIMENSIONS BETWEEN EXISTING CONDITIONS AND / OR ARCHITECTURAL DRAWINGS AND THE STRUCTURAL DRAWINGS.

DO NOT CHANGE SIZE OR SPACING OF STRUCTURAL ELEMENTS.

DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.

DIMENSION AND NOTES THAT INCLUDE THE WORD "TYPICAL" REFER TO ALL SIMILAR DETAILS UNLESS OTHERWISE STATED.

THE NOTES ON THIS DRAWING ARE TYPICAL UNLESS NOTED OTHERWISE.

BRACE BUILDING UNTIL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: ROOF DECK, CONNECTION TO EXISTING BUILDING.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE BUILDING DURING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING DURING CONSTRUCTION AND COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS.

CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF PROPOSED DEVIATIONS OR SUBSTITUTIONS FROM DIMENSIONS, MATERIALS, OR EQUIPMENT SHOWN ON THE DRAWINGS AND MAKE ONLY THOSE DEVIATIONS OR SUBSTITUTIONS ACCEPTED BY THE ENGINEER.

THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

ALL PLUMBING, HVAC, ELECTRICAL, AND FIRE SYSTEMS ARE BY OTHERS. LOCATIONS, DESIGN AND INSTALLATION OF ALL NOTED ABOVE ARE TO BE COMPLETED BY LICENSED INDIVIDUALS ACCORDING TO ALL BUILDING CODE AND THE MANUFACTURERS PRODUCT INSTALLATION INSTRUCTION.

ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE STATE AND LOCAL BUILDING CODE REQUIREMENTS. DETAILS OF CONSTRUCTION UNLESS NOTED OTHERWISE SHALL BE PER THE 2015 INTERNATIONAL RESIDENTIAL CODE AND THE 2016 NYS UNIFORM CODE SUPPLEMENT.

CONTRACTOR SHALL PERFORM ALL MISCELLANEOUS REMOVALS, MODIFICATIONS, CONSTRUCTION AND CLEAN-UP REQUIRED TO COMPLETE THE GENERAL SCOPE OF THIS PROJECT.

NO SITE INSPECTIONS DURING CONSTRUCTION ARE TO BE MADE BY THIS OFFICE. CONTRACTOR TO BE RESPONSIBLE FOR MATERIALS AND WORKMANSHIP. SUBSTITUTIONS FOR MATERIALS SPECIFIED TO BE MADE WITH PERMISSION OF LOCAL BUILDING DEPARTMENT.

CONTRACTOR TO BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING, ELECTRICAL, MECHANICAL, SANITARY AND ENERGY CONSERVATION CODES, STATE AND / OR LOCAL.

CONTRACTOR TO BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES AND SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.

GENERAL NOTES CONTINUED:

THE CONTRACTOR / OWNER SHALL PERFORM EXPLORATORY EVALUATION TO DETERMINE ACTUAL FIELD CONDITIONS AND NOTIFY THE ENGINEER OF HIS FINDINGS TO ALLOW FOR DESIGN CHANGES PRIOR TO ACTUAL FOUNDATION AND CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR / OWNER TO DEVELOP THE NECESSARY FOUNDATION SOIL TO SUSTAIN THE LOADS DESIGN OF 2 TONS PER SQ/FT AND TO HIRE A SOILS ENGINEER EXPERT TO INSPECT AND VERIFY SOIL CONDITIONS PRIOR TO POURING OF FOUNDATIONS. THE CONTRACTOR, BUILDER OR OWNER SHALL NOTIFY ENGINEER OF ANY UNUSUAL SITE CONDITIONS WHICH MAY EFFECT THE FOUNDATION, DRAINAGE OR STRUCTURAL MEMBERS INCLUDING REQUIREMENTS FOR ADDITIONAL DEPTH OF FOOTINGS, UNSTABLE SOIL CONDITIONS AND HIGH GROUND WATER TABLE.

THE CONTRACTOR / OWNER SHALL REQUEST LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY DIGGING.

THE CONTRACTOR SHALL INDEMNIFY THE OWNER AND HIS AGENTS THROUGH ADEQUATE INSURANCE COVERAGE AGAINST ANY CLAIMS ARISING FROM INJURIES DURING CONSTRUCTION, OR FAILURE TO MAINTAIN SAFE CONDITIONS ON THE CONSTRUCTION SITE.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR, OWNER OR BUILDER OF THIS STRUCTURE TO NOTIFY THE ENGINEER OF ANY DEVIATION FROM THESE DRAWINGS.

THESE PLANS COMPLY WITH ALL THE CODES, PROVISIONS AND INTENT OF THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE PURSUANT TO ARTICLE 2 OF THE ENERGY LAW. LOCAL CODE REQUIREMENTS SHALL TAKE PRECEDENCE WHERE DISCREPANCIES OCCUR.

ANY ERRORS, OMISSIONS OR DISCREPANCIES IN THESE PLANS SHALL BE REPORTED IN WRITING TO THE ENGINEER BEFORE START OF CONSTRUCTION AND SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OR CONTRACTOR.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7209.

HOLD HARMLESS THE ENGINEER, THE CONSTRUCTION MANAGER, THE OWNER AND THEIR AGENTS LOSS, DAMAGE, LIABILITY OR ANY EXPENSE ARISING IN ANY MANNER BY THE INDEPENDENT CONTRACTOR OR THEIR RESPECTIVE EMPLOYEES, INCLUDING SHALL BE THE STATE SCAFFOLDING ACT.

THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COMPLETED WORK.

CONTRACTOR IS TO FOLLOW ALL MANUFACTURERS PRODUCT INSTALLATION AND INSTRUCTION.

WHENEVER A VALUE OR SIZE IS IN CONFLICT THE MORE STRINGENT VALUE OR SIZE WILL APPLY.

ENGINEER SHALL REVIEW ALL TRUSS SHOP DRAWINGS (IF APPLICABLE) PRIOR TO MANUFACTURING.

Dig Safely. New York Call 811 before you dig

NOLAN ENGINEERING PLLC
RICHARD E. NOLAN, P.E. - CHIEF ENGINEER
NEW YORK STATE LICENSED PROFESSIONAL ENGINEER
333 RINGLEY ROAD - BURNT HILLS, NY 12027 - (518) 280-3190
NOLAN.ENGINEERING@GMAIL.COM

WARNING:
IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER IN ANY WAY ANY PLANS, SPECIFICATIONS, PLOTS OR REPORTS BEARING THE SEAL OF A PROFESSIONAL ENGINEER HAS BEEN APPLIED.

RECORD OF WORK:

DATE:	DESCRIPTION:	BY:

VEHICLE IMPACT PLAN:
TEMPORARY SHORING

FOR
TOWN OF ROTTERDAM

POUTRE PARK
FIELD HOUSE
ROTTERDAM, NY

START DATE:

STAMP:

DATE: 11/21/2022

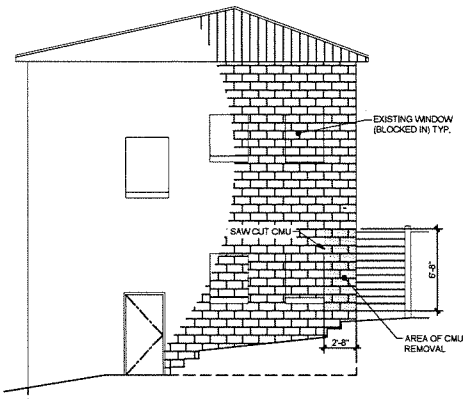
FILE: ROTTERDAM - VEHICLE IMPACT

PAGE CONTENT: COVER SHEET & NOTES

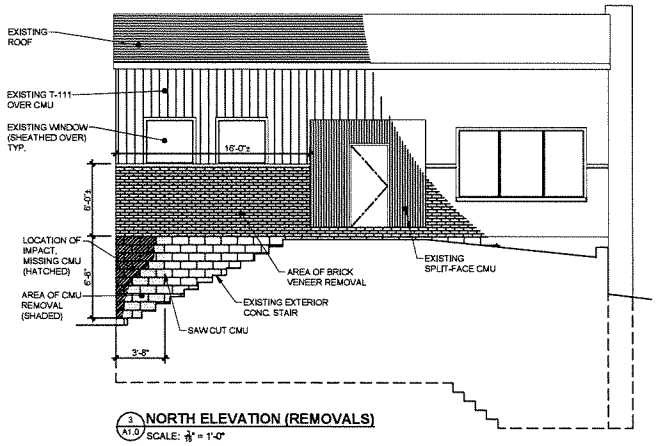
DESIGNER:	ENGINEER:
BROILES	NOLAN

PAPER SIZE:	SCALE:
C (18"x24")	

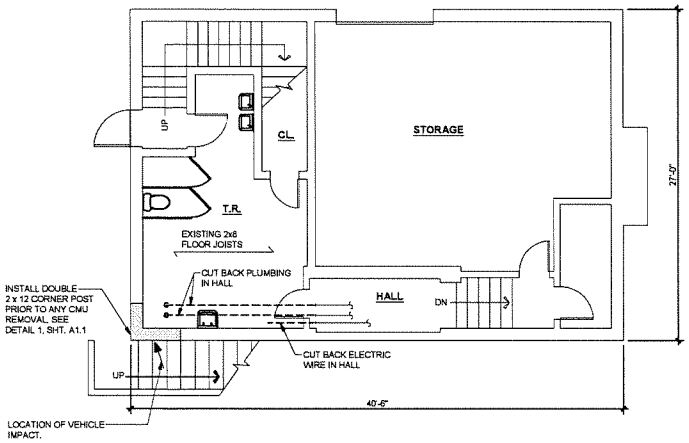
SHEET: G0.1



2 A1.0 **EAST ELEVATION (REMOVALS)**
SCALE: 1/8" = 1'-0"



3 A1.0 **NORTH ELEVATION (REMOVALS)**
SCALE: 1/8" = 1'-0"



1 A1.0 **BASEMENT REMOVAL PLAN**
SCALE: 1/4" = 1'-0"

NOLAN ENGINEERING PLLC
RICHARD E. NOLAN, PE - LICENSE # 083139
NEW YORK STATE LICENSED PROFESSIONAL ENGINEER
333 RINGLEY ROAD - BURNT HILLS, NY 12027 - (518) 280-3190
www.nolanengineering.com

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RECORD OF WORK:

DATE:	DESCRIPTION:	BY:

VEHICLE IMPACT PLAN:
TEMPORARY SHORING

FOR
TOWN OF ROTTERDAM

POUTRE PARK
FIELD HOUSE
ROTTERDAM, NY

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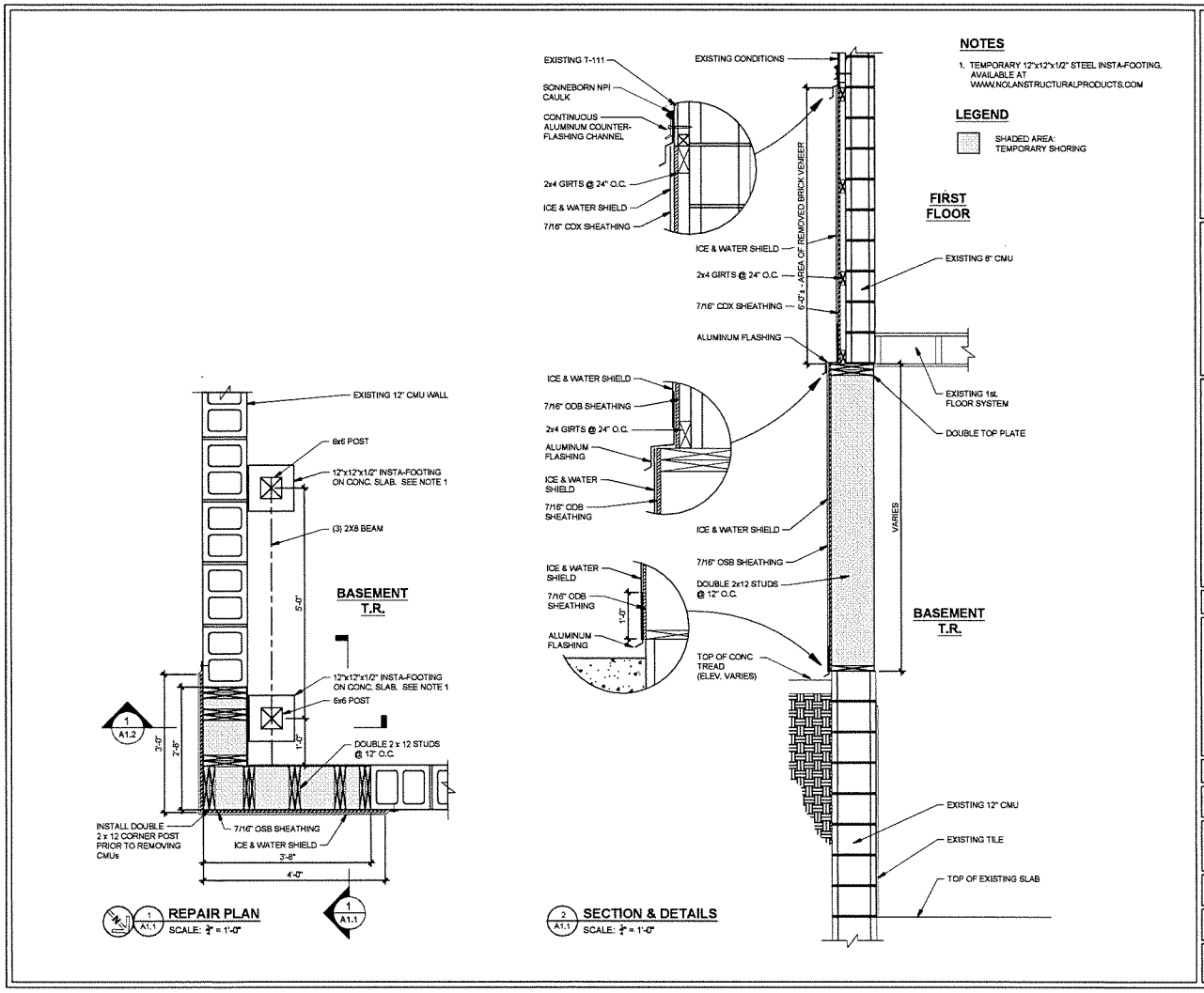
PAGE CONTENT: REMOVAL PLAN & ELEVATIONS

DESIGNER:	ENGINEER:
BROILES	NOLAN

PAPER SIZE:	SCALE:
C (18"x24")	

SHEET: A1.0


EXISTING 12" CMU WALL
6x6 POST
12"x12"x1/2" INSTA-FOOTING ON CONC. SLAB. SEE NOTE 1
(3) 2X8 BEAM
BASEMENT T.R.
5'-0"
12"x12"x1/2" INSTA-FOOTING ON CONC. SLAB. SEE NOTE 1
6x6 POST
DOUBLE 2 x 12 STUDS @ 12" O.C.
1'-0"
2'-8"
3'-0"
INSTALL DOUBLE 2 x 12 CORNER POST PRIOR TO REMOVING CMUs
7/16" OSB SHEATHING
ICE & WATER SHIELD
3'-8"
4'-0"
REPAIR PLAN
SCALE: 1/2" = 1'-0"
EXISTING T-111
SONNEBORN NPI CAULK
CONTINUOUS ALUMINUM COUNTER-FLASHING CHANNEL
2x4 GIRTS @ 24" O.C.
ICE & WATER SHIELD
7/16" COX SHEATHING
EXISTING CONDITIONS
ICE & WATER SHIELD
2x4 GIRTS @ 24" O.C.
7/16" COX SHEATHING
ALUMINUM FLASHING
6'-0" ± AREA OF REMOVED BRICK VENEER
ICE & WATER SHIELD
7/16" ODB SHEATHING
2x4 GIRTS @ 24" O.C.
ALUMINUM FLASHING
ICE & WATER SHIELD
7/16" ODB SHEATHING
ICE & WATER SHIELD
7/16" ODB SHEATHING
ALUMINUM FLASHING
1'-0"
ICE & WATER SHIELD
7/16" OSB SHEATHING
DOUBLE 2x12 STUDS @ 12" O.C.
TOP OF CONC TREAD (ELEV. VARIES)
VARIES
FIRST FLOOR
BASEMENT T.R.
EXISTING 8" CMU
EXISTING 1st. FLOOR SYSTEM
DOUBLE TOP PLATE
EXISTING 12" CMU
EXISTING TILE
TOP OF EXISTING SLAB
SECTION & DETAILS
SCALE: 1/2" = 1'-0"
NOTES
1. TEMPORARY 12"x12"x1/2" STEEL INSTA-FOOTING, AVAILABLE AT WWW.NOLANSTRUCTURALPRODUCTS.COM
LEGEND
SHADED AREA: TEMPORARY SHORING
NOLAN ENGINEERING PLLC
RICHARD E. NOLAN, P.E. LICENSED # 081919
NEW YORK STATE LICENSED PROFESSIONAL ENGINEER
333 RINGLEY ROAD - BURNT HILLS, NY 12027 - (518) 893-3799
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POUTRE PARK
FIELD HOUSE
ROTTERDAM, NY
START DATE:
STAMP:
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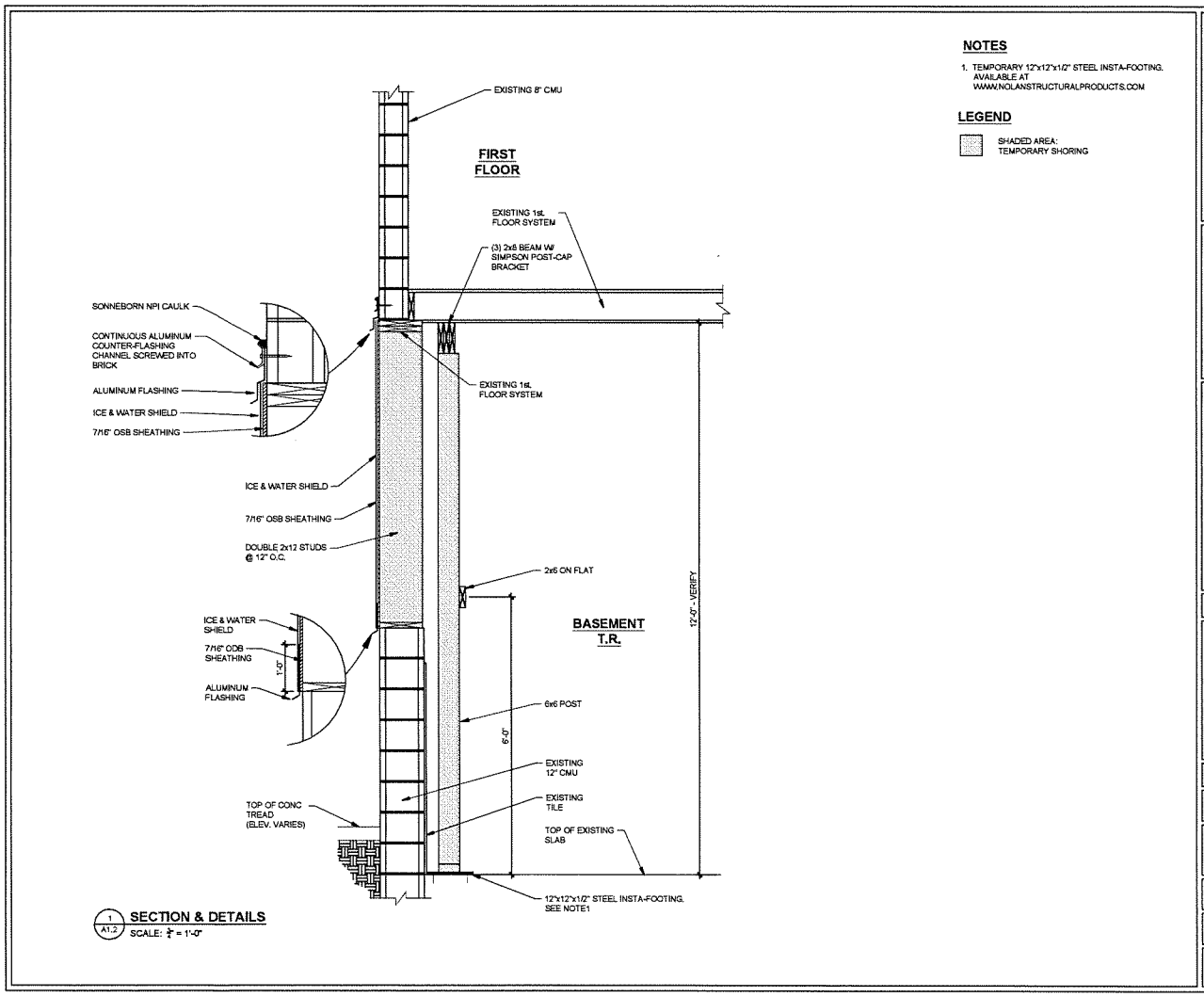
FILE: ROTTERDAM - VEHICLE IMPACT
PAGE CONTENT: PLAN, SECTIONS & DETAILS
DESIGNER: BROILES
ENGINEER: NOLAN
PAPER SIZE: C (18"x24")
SCALE:
SHEET: A1.1



NOLAN ENGINEERING PLLC

RICHARD E. NOLAN, PE - LICENSE # 081309
NEW YORK STATE LICENSED PROFESSIONAL ENGINEER
333 KINGSLEY ROAD - BURNT HILLS, NY 12027 - (518) 280-3190
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PAGE CONTENT: SECTION & DETAILS

DESIGNER:	ENGINEER:
BROILES	NOLAN

PAPER SIZE:	SCALE:
C (18"x24")	

SHEET: A1.2

RESOLUTION NO. 70.23

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR A PUMP STATION STUDY

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services to conduct pump station studies for the Altamont Avenue Pump Station #1, Altamont Avenue Pump Station #2, White Birch Pump Station and Golub Pump Station, in an amount not to exceed thirty-six thousand and 00/100 ($36,000.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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:	January 17, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services- Pump Station Study
TOWN BOARD MEETING:	January 25, 2023
Background Information:	Barton & Loguidice is pleased to submit an engineering proposal for a Sanitary Sewer Pump Station Study.
Evaluation/Analysis:	Barton & Loguidice will provide a study of the Sewer Pump Stations Historic Data Review, Sewer Shed Evaluation, Pump Station Inspections, Pump System Efficiency Evaluation and Preliminary Engineering Report.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $36,000.00
Attachment/Document(s):	Barton & Loguidice proposal dated January 16, 2023.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton & Loguidice

January 16, 2023

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Proposal for Engineering Services
Pump Station Study – EPG #105147

File: 904.051.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering proposal for a Sanitary Sewer Pump Station Study to the Town of Rotterdam. This study will be grant-funded, as the Town was able to secure a $30,000 NYSEFC Engineering Planning Grant (EPG#: 105147). The Town will also be required to provide a local match in the amount of $6,000 in accordance with EPG grant regulations; the match may include cash and/or in-kind services.

Project Understanding

The Town previously planned to use these grant funds for an Inflow and Infiltration (I&I) study, which B&L was retained to perform. However, multiple sanitary sewer pump stations have experienced critical equipment failures since award of the I&I study. These equipment failures have necessitated emergency repairs and bypass pumping, at a high cost to the Town. It is imperative that the Town proceeds quickly with a pump station study to identify the corrective actions necessary to prevent future equipment failures from occurring. Modifying the scope of the existing Engineering Planning Grant will allow the Town to carry out this study in a timely manner, and it is B&L's opinion that the proposed pump station study would provide the Town with a greater benefit than the original I&I study. With B&L's assistance, the Town has notified EFC of the desired modifications to the scope of work. EFC has verbally approved the new scope of work. Official EFC approval will be issued following the execution of this Agreement and submission of supporting documentation to EFC.

The Town's sanitary sewer collection system includes 12 pump stations. Based on preliminary discussions with Town personnel, it is understood that four (4) of these pump stations are in particular need of detailed investigation and upgrades. The four (4) stations currently targeted for detailed evaluation are:

- Altamont Avenue Pump Station #1 (Price Chopper)
- Altamont Avenue Pump Station #2 (Taco Bell)

- White Birch Pump Station
- Golub Pump Station (Price Chopper)

Scope of Services

B&L proposes the following Scope of Service for the Pump Station Study. The final deliverable will be a Preliminary Engineering Report (PER), prepared in accordance with NYSEFC requirements, which will serve the Town as an instrument to secure future funding for capital improvements. Our approach will begin with a review of available record drawings and energy consumption data for the four (4) targeted pump stations in order to gain an understanding of the pump stations' design and operation. Following this preliminary data review, B&L and subconsultant field personnel will conduct inspections, with the assistance of Town personnel, for each of the four (4) targeted pump stations in order to identify deficiencies and evaluate pump system performance. Once data review and field investigations are complete, B&L will review all data collected during the study and prepare a PER summarizing the study's findings.

Services to be provided include:

1. Historic Data Review
   a. B&L will review all available record documents in order to gain an understanding of pump station design and operation. Documents to be reviewed include Construction Drawings, Contract Documents, flow meter and/or pump run time data, and energy bills, as available. It is expected that Town staff will assist in locating and providing these record documents in physical or digital form.

2. Sewer Shed Evaluation
   a. B&L will evaluate the sewer shed that conveys flow to each pump station in order to determine if any increase in pump station capacity is necessary. The sewer shed evaluation will include a review of historic flow data, if available, as well as an evaluation of potential growth areas within each sewer shed. It is expected that Town personnel will assist in identifying potential growth areas. B&L will produce GIS maps of identified potential growth areas as part of the evaluation.

3. Pump Station Inspections
   a. B&L's field personnel will complete an inspection at each of the four (4) targeted pump stations. The goal of these inspections will be to identify and document visible mechanical and structural deficiencies. It is expected that Town staff will assist with the inspections.

4. Pump System Efficiency Evaluation
   a. B&L will retain JKMuir, a NYS-certified woman-owned business (WBE), to conduct a pump system efficiency evaluation of each of the four (4) targeted pump stations. These evaluations will include field testing and monitoring of multiple pump system parameters (i.e., flow, pressure, power consumption, etc.) in order to determine

current operating points and efficiencies. Precise testing protocols will be determined following initial field inspections. Field-verified operating points will be compared with design operating points to determine if the pumps are operating within their respective preferred operating ranges.

5. Preliminary Engineering Report (PER)
   a. B&L will review, interpret, and summarize the data collected throughout the study and prepare a PER for Town review in accordance with NYSEFC requirements. The document will summarize the results of the study, identify recommended improvements, estimates of capital costs, lifecycle costs (if applicable), operation and maintenance costs, and a preliminary plan of funding. Provide a digital copy of the final PER for the Town's use and prepare submissions to the NYSEFC on the Town's behalf so that the project is listed in the 2023-2024 CWSRF Intended Use Plan (IUP).

Schedule
It is anticipated that data review and field work would commence in February 2023 and be completed by May 2023; the report would be completed by June 16, 2023.

CWSRF EPG Compliance
B&L will comply with the provisions of the NYS Environmental Facilities Corporation (EFC) "Mandatory State Revolving Fund Terms and Conditions," which are attached to, and incorporated into and made part of this Agreement, as well as all other terms and conditions reasonably required by EFC, as of the date of this Agreement.

The CWSRF Planning Grant requires a 20-percent local match by the municipality (equal to $6,000 for the $30,000 grant). Therefore, in order to fully utilize the awarded grant amount, the total project cost can be no less than $36,000.

Further, EFC requires a minimum M/WBE utilization of 30-percent of total fee for contract in excess of $25,000, which will be equivalent to $9,000 for this project. EFC also requires a minimum of 6-percent utilization for Service-Disabled Veteran-Owned Businesses (SDVOB), which will be equivalent to $1,800 for this project.

B&L has identified a NYS-certified WBE that will be utilized in an amount no less than the minimum 30% requirement. However, a preliminary search for SDVOB's did not identify any firms in the project area providing applicable services. It is anticipated that a SDVOB utilization waiver request will be submitted to EFC.

Fee Proposal Summary
For the Scope of Services presented above, B&L proposes to be compensated on a Lump Sum basis in the total amount not-to-exceed $36,000. This fee matches that which was previously awarded to B&L for the I&I study; there will be no additional cost to the Town. As noted above, we will either meet the M/WBE and SDVOB requirements or will receive a waiver.

We would not exceed this amount unless the Town first authorized a modification of the scope and fee.

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

JAB2/tlh

Attachments

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein and in accordance with the attached standard terms and conditions.

_____ _____

Mollie A. Collins, Supervisor
Town of Rotterdam

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President & CEO

Mandatory State Revolving Fund Terms and Conditions

for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Effective November 1, 2021

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☒ **Non-Construction**

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COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

I. SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

"Contracts Meeting Article 15-A Thresholds" shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:
(a) Non-Construction Contracts greater than $25,000;
(b) Non-Construction Contracts, that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
(c) Construction Contracts greater than $100,000; and,
(d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:
(1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
(2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.
The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

II. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

III. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at: https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than $10,000

F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf .

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

IV. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com .
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

V. SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

VI. SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

VII. SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https://beta.sam.gov/ .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does

not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

VIII.SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

IX. SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

RESOLUTION NO. 71.23

TO AUTHORIZE AN AGREEMENT WITH BARTON & LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSOLIDATION OF SEWER DISTRICT NO. 2 AND ITS ASSOCIATED EXTENSIONS/OUT OF DISTRICT USERS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, NY 12205 for professional engineering services of consolidating Sewer District No. 2 and its Associated Extensions/Out of District Users, for a lump sum total amount not-to-exceed $39,600.00.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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:	January 17, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Professional Services- Consolidation of Sewer District No. 2 and its Associated Extensions/Out of District Users.
TOWN BOARD MEETING:	January 25, 2023
Background Information:	Barton & Loguidice is pleased to submit a proposal to provide Professional Engineering Services for the Consolidation of Sewer District No. 2, its Associated Extensions/Out of District Users.
Evaluation/Analysis:	Barton & Loguidice will provide technical assistance as well as prepare a Map, Plan and Report that will be used to consolidate Sewer District No. 2 its established sewer extensions and the current out of district users.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $39,600.00
Attachment/Document(s):	Barton & Loguidice proposal dated January 16, 2023.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton & Loguidice

January 16, 2023

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Consolidation Sewer District No. 2 and its Associated Extensions/Out of District Users
Proposal for Professional Services

File: 904.050.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to offer this proposal to provide the Town of Rotterdam with professional engineering services focused on the preparation of a Map, Plan and Report that will be used to consolidate Sewer District No. 2, its established sewer extensions and the current out of district users.

Project Understanding

The Town is currently in the design phase for its District No. 2 Wastewater Treatment Plant (WWTP) improvements. To our understanding, there are 15 district extensions related to Sewer District No. 2, with an anticipated Sewer District No. 2 Extension No. 16 in the planning phase. Further, there are many out of district users to be included. B&L completed a Preliminary Engineering Report, dated September 2020, which evaluated the improvements needed at the Sewer District No. 2 WWTP for both current and future demands. The overall goal of the district consolidation is to improve administrative efficiencies, equalize debt services and operation and maintenance (O&M) cost as appropriate.

It is our understanding, that the consolidation proceedings will be led by the Town Board and Town Attorney with technical assistance from B&L to ensure conformance with the applicable provisions of Town Law Article 12, Section 206-a, entitled Consolidation of the District and its Extensions.

Scope of Services

B&L proposes the following scope of services:

1. A project kickoff meeting will be held with representatives of the Town and B&L to review project goals, scope, schedule, and coordination issues.

2. Map, Plan and Report (MP&R) – B&L will prepare a MP&R in accordance with Town Law. The report will include a map of the existing Sewer District No. 2 and its Extensions as well as a map that will show the proposed Consolidated District No. 2. The MP&R will include the following

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com

The experience to listen
The power to solve
January 25, 2023

data in tabulator form: tax parcel number, property class, type, address, owner and related debt and O&M service use charge. The Town assesses an annual residential use charge on each single-family unit. B&L will work with the Town on the benefit assessment methodology for both the existing and future debt retirement. B&L will use the methodology from the 2020 PER with updates from the Town. Currently there are five (5) bond anticipated notes (BAN) for Sewer District No. 2 and its extensions (No. 6 and No. 7). The MP&R will include a redistribution of debt and O&M based on the benefits developed by the Town.

B&L will provide a draft .pdf electronic copy of the MP&R to the Town for review and comments. Additional paper copies can be submitted if requested.

B&L will address any comments and provide a digital copy of the final MP&R for the Town's use to consolidate the district. B&L will also provide up to five (5) paper copies for the Town's use as well.

3. Meetings – Two (2) workshops are included during the development of the MP&R. We will also attend the kickoff meeting as noted earlier in this proposal. This project will need to include a public hearing for the consolidation which B&L will attend in addition to the workshops. As part of the public hearing, B&L will prepare and give a power point presentation to the board and public.

4. SEQR – This project should be classified as Unlisted under the State Environmental Review Act which will require B&L to fill out the necessary forms and complete a coordinated review will all interested and involved parties. B&L will provide the following services in order to assist the Town in completing the SEQR process:

    - Prepare the appropriate Environmental Assessment Form (EAF) for use by Town Board in reviewing the environmental aspects of the district consolidation and in seeking lead agency status for the project.
    - Prepare a Lead Agency intent letter for contacting the interested/involved agencies.
    - Address interested/involved agency comments on EAF as appropriate.
    - Prepare Negative Declaration for use by the Town, and circulation letter to interested/involved agencies.
    - Prepare information required to submit documents to NYSDEC for publication in Environmental Notice Bulletin (ENB).

Preparation of plans, contract documents, easements, permit applications, funding applications, bidding or construction services are not included in this proposal, and will require separate authorization as the project progresses.

Fee for Services

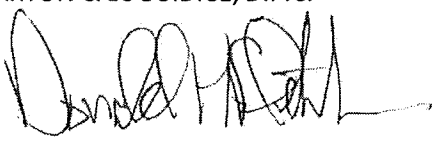
B&L proposes to complete the Scope of Services described herein for a lump sum fee of $39,600 as outlined above and in accordance with our enclosed standard terms and conditions.

If additional services are required, B&L will request the Town's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the Town.

We appreciate this opportunity to provide engineering services to the Town. If you have any questions regarding this proposal, please feel free to contact our office at your convenience.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Donald H. Fletcher
Senior Vice President

JAB2/tlh

Attachment

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein and in accordance with the attached standard terms and conditions.

_____ _____

Mollie A. Collins, Supervisor
Town of Rotterdam

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

RESOLUTION NO. 72.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
S2	S28120 2000	FROM:	Equipment	-6,750.00
S2	S28110 2000	INTO:	SS2 Equipment	+6,750.00

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: **January 20, 2023**

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

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2023 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of January 25, 2023

Background Information: Budget transfers are needed to correct lines

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so

Recommendation(s): To be placed on the Town Board meeting of January 25, 2023 and approve the transfer.

Attachment/Document(s): Memos from various departments.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 113 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

INTER-OFFICE MEMORANDUM

DATE: **January 11, 2023**

TO: **Megan Griffin, Confidential Secretary to Supervisor**

FROM: **Lisa Gallo, SDPWS**

Re: **Budget Transfer**

Cc: **Marcus Montgomery, Comptroller**
Paul Sebesta, Financial Consultant

Please transfer the following amounts:

$6,750.00 from line S2 8120 2000 to S2 8110 2000

This is to cover the purchase of a Canon ImagePROGRAF TM-305 MEP Z36

Thank you for your attention in this matter. If you have any questions, please call me at Ext. 334.

RESOLUTION NO. 73.23

TO AMEND RESOLUTION NO. 16.23 OF THE YEAR 2023 APPOINT ALLISON KARTNER TO THE POSITION OF INFORMATION PROCESSING SPECIALIST 1 PART TIME

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 16.23, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $5,000
Covid Compliance	
Megan Griffin	Annual Stipend $2,500
Social Media Administrator	
Megan Griffin	Annual Stipend $2,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Storm Water Officer	
Ryan Coulter	Annual Stipend $3,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $100.00
School Traffic Officer	
Floyd Rorick	Hourly Rate $15.00
(Maximum of 4 hours daily)	
Clerk- Part Time(Highway)	
Donna Larsen	Hourly Rate $19.50
Information Processing Specialist 1 Part Time	
Allison Kartner	Hourly Rate $23.38
Storm Water Manager – Part Time	
Mary Barrie	Hourly Rate $25.00
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00
Water Treatment Plant Operator (2nd on call)	
Clark Collins	Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

Bingo Inspector
William Purcell Hourly Rate $15.00

Safety Inspector
Kathy Fisher Hourly Rate $35.00

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: January 17, 2023

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Allison Kartner to the position of Information Processing Specialist 1 (IPS1), part time.

TOWN BOARD MEETING: January 25, 2023

Background Information: Due to a retirement, the position of IPS1, part time, will be left vacant. The requested position will supplement the existing Information Processing Specialist position in completing the assigned work.

Evaluation/Analysis: N/A

Recommendation(s): Appoint Allison Kartner to the position of IPS1, part time, with no employee benefits at an hourly rate of twenty three dollars and 38/100 ($23.38) effective January 26, 2023. This resolution is an amendment to resolution 5.23.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

RESOLUTION NO. 16.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO APPOINT AND/OR REAPPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE CALENDAR YEAR 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various additional duties and/or part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $5,000
Covid Compliance	
Megan Griffin	Annual Stipend $2,500
Social Media Administrator	
Megan Griffin	Annual Stipend $2,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Storm Water Officer	
Ryan Coulter	Annual Stipend $3,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $100.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $15.00
Clerk- Part Time (Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time (Police Dept)	
Allison Kartner	Hourly Rate $23.38
Storm Water Manager – Part-Time	
Mary Barrie	Hourly Rate $25.00
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00

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

Building Inspector – Part Time
Lloyd Denny Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

Bingo Inspector
William Purcell Hourly Rate $15.00

Safety Inspector
Kathy Fisher Hourly Rate $35.00

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins (Recused)			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady County NY

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 74.23

TO AUTHORIZE AN AGREEMENT WITH STEVE ROSEN AS THE TAI CHI FOR ARTHRITIS & FALL PREVENTION TEACHER AT THE ROTTERDAM SENIOR CENTER

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 Steve Rosen of Schenectady New York, for the purpose of teaching a 12-week Tai Chi for Arthritis & Fall Prevention course at the Rotterdam Senior Center, in an amount not to exceed six hundred and 00/100 ($600.00) dollars.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to accept a monetary sponsorship provided by MVP Health Care, located at 625 State Street, Schenectady, New York 12305, in the amount of six hundred and 00/100 ($600.00) dollars to cover the teachers cost for the Tai Chi for Arthritis & Fall Prevention.

SECTION 3. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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:	January 18, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Morgan Coryer, Coordinator of Parks & Senior Programs
TITLE OF REQUEST:	Appointment of Steve Rosen as Tai Chi for Arthritis & Fall Prevention Teacher at the Rotterdam Senior Center
TOWN BOARD MEETING:	January 25, 2023
Background Information:	Steve Rosen is a certified instructor in Tai Chi for Arthritis and Fall Prevention (TCAFP). He is personally insured as a health instructor and has Red Cross certification in CPR and AED. As a Schenectady County resident, Steve has attended TCAFP classes in Niskayuna, Scotia-Glenville and Delanson as well as summer classes at the Rotterdam Seniors Center. When the Rotterdam classes ended last August, Steve volunteered his skills to lead a regular workshop at the Seniors Center to keep class members involved in practice and skills development. He also worked with Morgan Coryer to request funding for a new formal TCAFP class in Rotterdam.
Evaluation/Analysis:	MVP is sponsoring our Tai Chi for Arthritis & Fall Prevention class in 2023. They will be paying the Town $600 to cover the cost that will be charged by the teacher, Steve Rosen, to teach the 12-week course. See attached invoices.
Recommendation(s):	Appoint Steve Rosen as the teacher of the twelve-week TCAFP course at the Rotterdam Senior Center beginning in February 2023.

Attachment/Document(s):	Invoice to MVP for sponsorship. Invoice from Steve Rosen for payment.
Compliance with Purchasing Policy:	N/A.
Effect(s) on Existing Law(s):	N/A.
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Dr Paul Lam

Tai Chi for Health Institute

The Dr Paul Lam Tai Chi for Health Institute hereby authorizes

Steve Rosen

To teach the

Certified Tai Chi for Arthritis and Falls Prevention Instructor Program

Valid

04/08/2022 for one year

No.

6040441

All current board certified instructors are listed online at

www.taichiforhealthinstitute.org

Copyright © 2008

American Red Cross
Training Services

Certificate of Completion

Steve Rosen

has successfully completed requirements for

Adult CPR/AED

Date Completed: 11/1/2022
Validity Period: 2 Years

Conducted by: American Red Cross

To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org

0127ASD

Steven Rosen
Certified Instructor - Tai Chi for Heath Institute
[redacted]

INVOICE

To:

Ms. Morgan Coryer

Coordinator of Parks & Senior Programs
Town of Rotterdam | Rotterdam Senior Citizens' Center

2639 Hamburg St. Rotterdam, NY 12303

Description: Instruction in Tai Chi for Arthritis and Fall Prevention - 12 one-hour classes to be held in the Rotterdam Senior Citizens Center.

Amount: $600.00

Total due: $600.00

Please make all checks payable to Steve Rosen.

TOWN OF ROTTERDAM

Comptroller's Office • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-356-9029 • Website: www.rotterdamny.org

INVOICE

January 3, 2023

Bill to:
MVP Health Care
625 State St.
Schenectady, NY 12305

Description	Amount
Introduction to Tai Chi for Arthritis and Fall Prevention (TCAFP)- 12 weeks/sessions in 2023 $50/session for one instructor (Steve Rosen)	$600.00

TOTAL: $600.00

Please make checks payable to Town of Rotterdam.
If you have any questions regarding this invoice, please contact Morgan Coryer at (518) 356-1561.

THANK YOU

RESOLUTION NO. 75.23

TO AUTHORIZE AN AGREEMENT WITH AUSFELD AND WALDRUFF LAND SURVEYORS LLP

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 Ausfeld and Waldruff Land Surveyors LLP located at 323 Clinton Street, Schenectady, New York 12305, for the purposes of providing a field survey and base mapping for a section of Edgewood Avenue, from the intersection of Granville Avenue to 2703 Edgewood Avenue property, in the amount not to exceed four thousand eight hundred and 00/100 ($4,800.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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

LEGISLATIVE REQUEST FORM

DATE: February 8, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Ausfeld and Waldruff Land Surveyors LLP to provide field survey and base mapping for a section of Edgewood Avenue, from its intersection Granville Avenue to 2703 Edgewood Avenue property.

TOWN BOARD MEETING: January 25, 2022

Background Information: The homeowner of 2703 Edgewood Avenue has concerns related to the trees located on the 2685 Edgewood Avenue property which blocks the sight distance for motorists traveling around the sharp horizontal curve. An email regarding this issue is attached. In addition, a photo is provided for further information.

Evaluation/Analysis: Based upon conversation with the Town attorney, a field survey and mapping should be prepared to determine the extent of the Town right-of-way along a portion of Edgewood Avenue that includes the area of sight distance concern. Attached is a proposal to perform the field survey work in the amount of $4,800.00.

Recommendation(s): I recommend that the Town Board approve the cost for the survey and mapping in the amount of $4,800.00.

Attachment/Document(s): See proposal and mapping limits from Ausfeld and WaldruffL Land Surveyors LLP.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Ausfeld & Waldruff Land Surveyors LLP

323 Clinton Street, Schenectady, New York 12305
Phone: (518) 346-1595 Fax: (518) 770-1655
www.awlsllp.com

January 10, 2023

Fred C. Mastroianni, PE
Town Consultant Engineer
100 Sunrise Blvd.
Rotterdam N.Y. 12306

Re: Right-of Way and Topographic Survey, for a portion of Edgewood Avenue, Town of Rotterdam being Tax Map Parcels 48.15-5-1,2,18, 48.15-6-27,28,29.1,30,31.

Dear Fred;

Ausfeld & Waldruff Land Surveyors, LLP (AWLS) thank you for the opportunity to present this proposal for Professional Land Surveying services associated with the parcels of land as referenced above. Below, please find our scope of services, schedule and fee to perform this work.

SCOPE OF SERVICES

Right-of Way and Topographic Survey:

AWLS will perform a right-of way survey for the above referenced properties. All surveying will be completed in accordance with the "Code of Practice" as adopted by the New York State Association of Professional Land Surveyors. AWLS will perform research which is normal to the completion of surveys under the above referenced code.

The topographic survey will be based upon NAVD88 datum and will include an area of approximately 1 acre. Underground utilities will be shown based upon physical location and existing mapping of record. Contours will be shown at 1-foot interval.

AWLS will provide 5 paper prints of the survey. An AutoCAD .dwg electronic file of the survey is available upon request.

SCHEDULE:

The final map will be delivered within three to four weeks maximum from formal authorization to proceed. Schedule will be snow dependent.

FEES:

Right-of-Way and Topographic Survey:

The scope of services can be performed for a lump sum fee of $4800. This fee will be payable upon receipt of the invoice.

This quote expires 60 days from the date of the proposal.

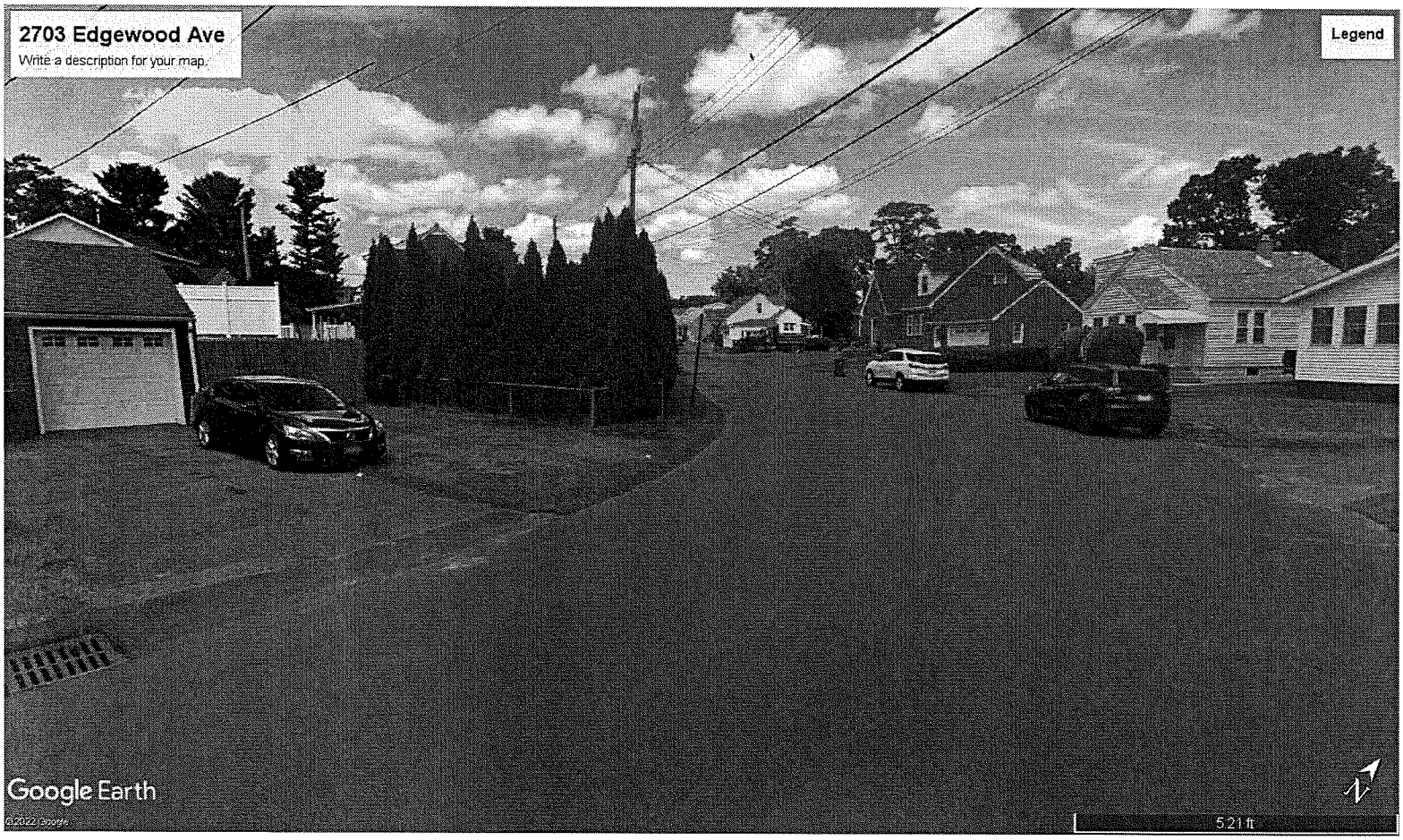
If this proposal is acceptable, a simple email authorizing us to go ahead will work. If you have any questions, please do not hesitate to call me at 518-346-1595.

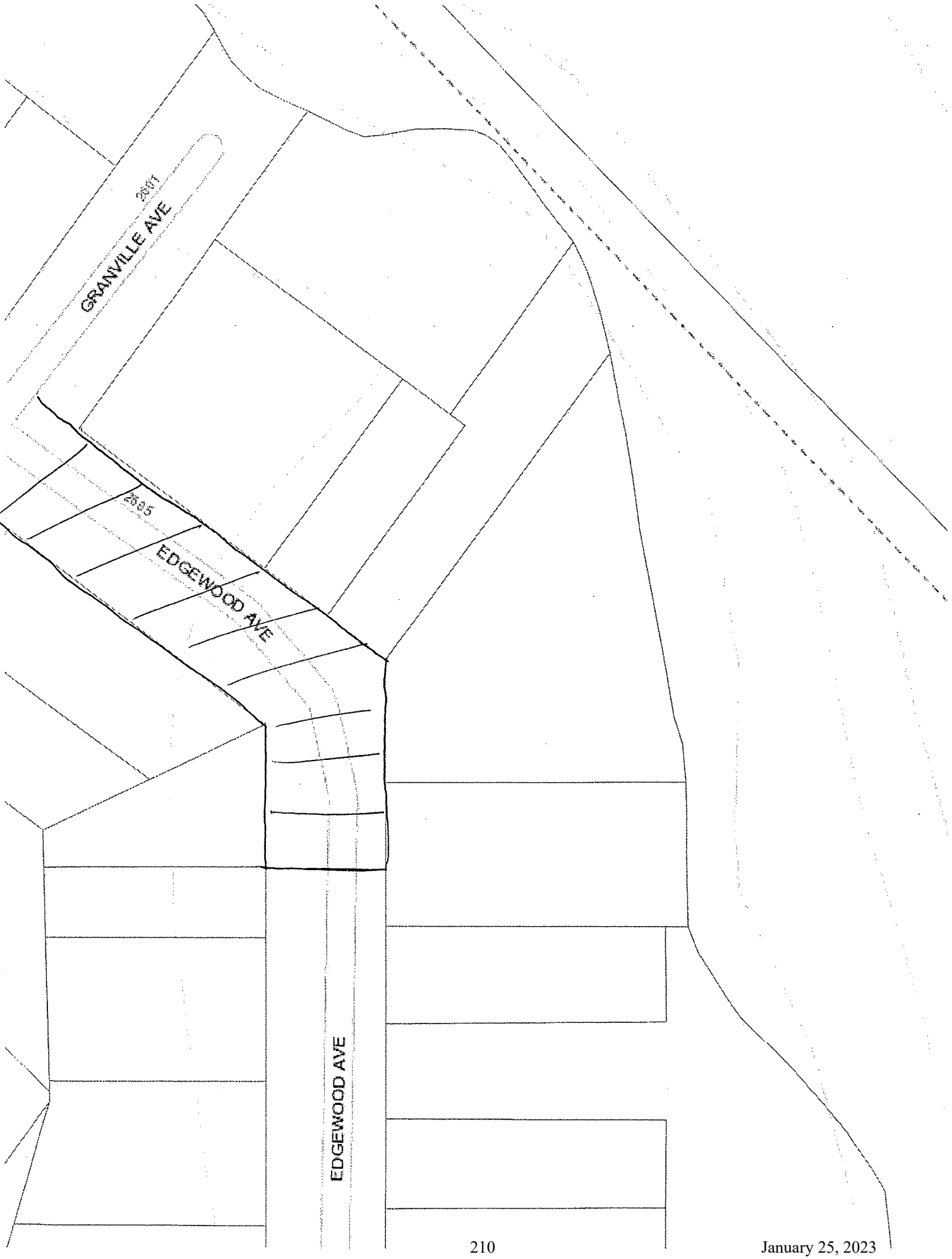
Sincerely,

Vincent P. Ausfeld P.L.S.

Signed :_____ Date :_____

Z:\PROPOSALS\2022\P-22-197 Edgewood Ave (ROW) Survey proposal.doc


2703 Edgewood Ave
Write a description for your map.
Legend
Google Earth
©2022 Google
5.21 ft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RESOLUTION NO. 76.23

CALL FOR BIDS FOR CHLORINE GAS

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by February 8, 2023, 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:

CHLORINE GAS

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

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., FEBRUARY 8, 2023

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

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

DATED: January 25, 2023
BidNet: Please publish on January 27, 2023
Daily Gazette: Please publish on January 28, 2023
Town Clerk Post

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: January 20, 2023

TO: Supervisor, Mollie A. Collins

FROM: Justin Peterson, Sr. Water Treatment Plant Operator

TITLE OF LEGISLATIVE REQUEST: Notice to bidders- Chlorine Gas

TO BE PLACED ON TOWN BOARD AGENDA OF: January 25, 2023

TO BE PLACED ON TOWN BOARD MEETING OF: January 25, 2023

Background Information: Water Treatment Plant bids awarded last year expired

Evaluation/Analysis: Re-bid according to Town Policy

Recommendation(s): Town Board pass the resolution and publish in gazette newspaper on January 28 2023, Notice to Bidnet on January 27, 2023 and to be opened on Wednesday February 8, 2023 at 10:00am.

Attachment/Documents(s): Bid package

Compliance with Purchasing Policy: Yes

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

LEGISLATION WAS PREPARED BY: Supervisors Office

Town of Rotterdam

Request for Bids

Chlorine Gas

Bid Opening:

Wednesday February 8, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

CHLORINE GAS

Unit price per 150-pound cylinder delivered to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, Rotterdam, New York 12306.

$_____ per 150-pound cylinder.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment . By submitting a bid, I acknowledge receipt of the Town of Rotterdam "Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace" Policy.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

Town of Rotterdam

Chlorine Gas

Detailed Specifications

LIQUID CHLORINE

The approximate quantity required will be 10,000 pounds per year, supplied in 150-pound cylinders.

The successful bidder will not charge deposit fees on cylinders unless those cylinders are held at the plant sites in excess of six (6) months.

All material supplied under this bid shall be in conformance with ANSI/AWWA Standard 301-87 or subsequent revision.

DELIVERY

Delivery shall be to the Town of Rotterdam Water Treatment Plant, 49 Rice Road, within two (2) weeks of placement of the order as ordered by the Senior Water Plant Operator or his designee.

PERIOD OF CONTRACT

The prices shall remain in effect up to and including December 31, 2023.

BID REQUIREMENTS

The Town of Rotterdam has the right to accept or reject any or all bids.

Each bid must contain a Non-Collusion Bidding Certificate as per Section 103-d of the General Municipal Law.

NOTE: Questions should be submitted in writing to Justin Peterson, Town of Rotterdam Water Treatment Plant – jpeterson@rotterdamny.org or by calling 518-393-1131.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on February 8, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. February 8, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified.

10. Delivery: Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

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

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

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

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

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

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

RESOLUTION NO. 77.23

TO AUTHORIZE CHANGE ORDER ONE(1) WITH LAYNE CHRISTENSEN CO. FOR THE CLEANING AND REHABILITATION SERVICES OF WELL NO. 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 negotiate and execute Change Order No. 1 with Layne Christiansen Co. located at 134-2 Layne Lane Schoharie NY 12157, for the purposes of Cleaning and Rehabilitation of Well No. 2, for an increase in the amount of ten thousand seven hundred fifty and 00/100 ($10,750.00) dollars, for a total contract amount not to exceed forty nine thousand, fifty and 00/100 ($49,050.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: 1/23/2023

TO: Town Board

FROM: Justin Peterson, Sr. Water Plant Operator

TITLE OF REQUEST: Rotterdam Junction Pump Repair

TOWN BOARD MEETING: 1/25/2023

Background Information: Rotterdam Junction Pump #2 was taken down for maintenance in late December of 2022. During disassembly additional repair work was discovered.

Evaluation/Analysis: Pump #2 has been in service for over 22 years since its last rehabilitation in February of 2001. At that time, the pump along with several additional components were replaced. It has required very little service since then. Currently the pump requires refurbishing and some other repair work.

Recommendation(s): Approve the proposal provided by Layne.

Attachement/Document(s) : Layne Proposal

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Layne Christensen Co.
134-2 Layne Lane
Schoharie, NY 12157

T 518-295-8288
F 518-295-8289
graniteconstruction.com

CONFIRMING ORDER

Date: January 23, 2023

To: *LAYNE CHRISTENSEN COMPANY*
Route 30, P.O. Box 917
Schoharie NY 12157
Phone (518) 295-8288
Fax (518) 295-8289

You are hereby approved for the extra work on our property as follows:

Repair Pump #2

This order is given with the understanding that you are not to be held responsible for any damages in any way whatsoever for failure to complete the work mentioned nor for any damage resulting from your effort to perform such work, nor for any delay on your part in completing same. You are to carry Public Liability Insurance on the work and Worker's Compensation Insurance on your personnel.

Task	Unit	Quantity	Unit Price	Amount
Mobilization / Coordination	LS	1	2000	$ 2,000
Assemble Pump at Shop	LS	1	1500	$ 1,500
Install couplings onsite	LS	1	750	$ 750
New 6-inch Column Pipes	LS	1	2750	$ 2,750
Pump repair, Stuffing Box, Rings, Bushings	LS	1	3750	$ 3,750
			Est. Total	**10,750.00**

The costs provided above are based on the prevailing wage rate for Schenectady County. Any standby time out of the control of Layne Christensen Company will be billed at $450 per hour. All work over 8 hours per day or 40 hours per week will be billed at time and one half, except Sundays and Holidays at double time. Please see attached terms and conditions.

For Town of Rotterdam:

_____ _____
Authorized Signature Date

A GRANITE COMPANY

Layne Christensen Co.
134-2 Layne Lane
Schoharie, NY 12157

T 518-295-8288
F 518-295-8289
graniteconstruction.com

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder. Furthermore, Contractor will accept no liability, consequential damages, risk, or responsibility of any kind for damage to Purchaser's well and appurtenances resulting from the rehabilitation process. All liability and risk associated with such work are assumed by Purchaser. Contractor also does not guarantee any specific results or production improvements from a well rehabilitation.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

A GRANITE COMPANY

Layne Christensen Co.
134-2 Layne Lane
Schoharie, NY 12157

T 518-295-8288
F 518-295-8289
graniteconstruction.com

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

RESOLUTION NO. 320.22

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Friday, November 18, 2022, at 6:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH LAYNE CHRISTENSEN CO. FOR THE CLEANING AND REHABILITATION SERVICES OF WELL NO. 2

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

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 Layne Christiansen Co. located at 134-2 Layne Lane Schoharie NY 12157, for the purposes of Cleaning and Rehabilitation of Well No. 2, in the amount not to exceed $38,300.00 in accordance with the fee schedule attached.

SECTION 2. This resolution shall become effective November 18, 2022.

DATED: November 18, 2022

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera (Absent)			
Dodson	X		
Mastroianni (Absent)			
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 November 18, 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 November 21, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM OFFICE OF THE TOWN CLERK Schenectady, County, NY

RESOLUTION NO. 78.23

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS-SUPPLEMENT NO. 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 negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for professional engineering services for the Wastewater Treatment Plant Improvements advancing to a 60% Schematic Design and plan preparation to 100% Design Documents stage, in an amount not to exceed four hundred seventy-five thousand and 00/100 ($475,000.00) dollars, for a total contract amount not to exceed one million and 00/100 ($1,000,000.00) dollars.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
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:	January 20, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Supplement No. 2- Wastewater Treatment Plant Improvements
TOWN BOARD MEETING:	January 25, 2023
Background Information:	Barton & Loguidice is pleased to submit Supplement No. 2 for Professional Engineering Services 100% Design Services for the Wastewater Treatment Plant Improvements.
Evaluation/Analysis:	Barton & Loguidice will provide the Advance to the 60% Schematic Design and plan preparation to 100% Design Documents stage.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $475,000.00
Attachment/Document(s):	Barton & Loguidice proposal dated January 16, 2023, original proposal dated August 2, 2021, resolution 309.21 & supplement no. 1 letter dated December 3, 2021
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton
&Loguidice

January 16, 2023

Mollie A. Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Supplement No. 2 for Professional Engineering Services
100% Design Services
Wastewater Treatment Plant Improvements

File: 904.050.001

Dear Supervisor Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering supplement No. 2 for the following services for the Wastewater Treatment Plant Improvements Project:

- Advance the 60% Schematic Design and plan preparation to 100% Design Documents stage

This encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and August 2022 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two (2) reports, to date we have assisted the Town with the following:

- Completion of SEQR
- Preparation of various congressional funding applications
- Revised and submitted the M&P to the bond counsel for their use in preparation of the bond resolution
- Submission of 2A SPDES permit application to NYSDEC
- Assisted the Town in securing a No Impact SHPO compliance response
- Completed a second application to NYSEFC WIIA and submitted for funding, and
- Completed various field investigations

These design services will be completed in accordance with NYSEFC's requirements as outlined in the in Terms and Conditions of the original agreement as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds, local financing and/or NYS EFC financing.

As requested this supplement encompasses the detailed final design tasks to initiate the entire project from an approximate 60% design level at the wastewater treatment plant to the 100% design level. Bidding and construction phase services are not included herein and

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com

The experience to listen
The power to solve

would be provided under separate authorization at a later date. Further, the survey and geotechnical field services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer. At this point only a portion of the trunk sewer has been evaluated. Once the access road has been constructed the remainder of the trunk sewer can be cleaned and inspected.

Scope of Services

1. 100% Design Documents Stage
   All selected unit processes will be further developed with each manufacturer to determine capital costs, operation and maintenance costs, operational needs, layout requirements and support systems (e.g., electrical, mechanical, plumbing).

   We will further the final design of the structural, architectural, plumbing, mechanical and electrical project components. We will also further advance the wastewater process design from the 60% stage to 100% stage.

   The anticipated deliverables under this phase will consist of the following items:
   - Drawings indicating final tank configurations, final equipment layout, and building locations further detailed beyond 60%
   - Final Basis of Design Report
   - Structural/Architectural, Mechanical, Plumbing and Electrical Drawings advanced to 100% design stage
   - Submit Plans, Specification and Basis of Design Report to funding and regulatory agencies for review and approval
   - Address any comments from the agencies and Town to finalize the design for bidding and construction

   Meetings with the Town will be included as needed to advance the project. We assume three (3) on-site meetings as well as team conference/zoom calls.

Fee Proposal Summary

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of $475,000. This will bring the total design fee to approximately $1,000,000. The anticipated opinion of construction costs for the WWTP is around $13 million. Our engineering fee is around 7.7% of the construction costs and under typical industry standards for engineering design services. The required M/WBE subconsulting services will meet the minimum limits established by EFC for this project. We would not exceed this amount unless the Town first authorized a modification of the scope and fee.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

JAB/tlh

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the original agreement.

_____ _____

Mollie A. Collins, Supervisor
Town of Rotterdam

Date

At the Town Board scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, December 8, 2021 at 6:00 p.m., the following resolution was duly adopted:

Moved on Consent

RESOLUTION NO. 309.21

A RESOLUTION TO AUTHORIZE A CONTRACT WITH BARTON & LOGUIDICE

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

Councilmember **MILLER-HERRERA, NOW**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute a contract with Barton and Loguidice, 10 Airline Drive, Suite 200, Albany, New York 12205, for design services for the Wastewater Treatment Plant (WWTP) Improvements, in an amount not to exceed two hundred and fifty thousand and 00/100 dollars ($250,000.00).

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

DATED: December 8, 2021

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on **December 8, 2021** and that the foregoing is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this **December 9, 2021.**

TOWN OF ROTTERDAM Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

12-8-2021

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	December 1, 2021
TO:	Steven Tommasone, Town Supervisor
FROM:	Victor Moya, Director of Public Works
TITLE OF REQUEST:	Supplement #1 for Proposal for Engineering Services- 60% Design Services for Wastewater Treatment Plant Improvements (WWTP)
TOWN BOARD MEETING:	December 8, 2021
Background Information:	Barton & Loguidice is the Engineer for the Town of Rotterdam Wastewater Treatment Plant
Evaluation/Analysis:	Barton & Loguidice will commence design of the structural, architectural, plumbing and electrical project components. Advance the 30% Schematic drawings and plan preparation to 60% Design Documents stage.
Recommendation(s):	Authorize the Supervisor to sign the attached Proposal from Barton & Loguidice in an amount not to exceed $250,000.
Attachment/Document(s):	Barton & Loguidice letter dated December 3, 2021.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Barton
&Loguidice

December 3, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Supplement #1 for Professional Engineering Services – 60% Design Services
Wastewater Treatment Plant Improvements (WWTP)
File: 904.050.001

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this supplement #1 for the following services for the Wastewater Treatment Plant Improvements Project:

Advance the 30% Schematic drawings and plan preparation to 60% Design Documents stage

This encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and March 2021 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two reports, to date we have assisted the Town with the following:

Completion of SEQR,
Preparation of various congressional funding applications,
Provided the M&P to the bond counsel for their use in preparation of the bond resolution,
Assisted the Town in securing a No Impact SHPO compliance response,
Completed the NYSEFC WIIA application and submitted for funding, and
Completed various field investigations.

These services will be completed in accordance with NYSEFC's requirements as outlined in the attached Terms and Conditions as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds and/or NYS EFC financing.

As requested this supplement only encompasses the preliminary tasks to initiate the entire project from an approximate 30% design level at the wastewater treatment plant to the 60% design level. Detailed final design plans and specifications, bidding and construction phase services are not included herein and would be provided under separate authorization at a later date. Further, the survey and geotechnical field services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer.

B&L

Scope of Services:

B&L proposes to provide the following scope of services:

1. *60% Design Documents Stage*

All selected unit processes will be further developed with each manufacturer to determine capital costs, operational and maintenance costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

We will commence design of the structural, architectural, plumbing, mechanical and electrical project components. We will also further advance the wastewater process design from 30% to 60% stage.

The anticipated deliverables under this phase will consist of the following items:

- Drawings indicating general tank configurations, general equipment layout, and approximate building locations further detailed beyond 30%;
- Preliminary Hydraulic Calculations;
- Drawing indicating the Process Flow Schematic; and
- Structural/Architectural, Mechanical, Plumbing and Electrical Drawings advanced to 60% design

Meetings with the Town will be included as needed to advance the project. We assume three on-site (3) meetings as well as team conference/zoom calls.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of $250,000. The required MWBE subconsulting services will meet the minimum limits established by EFC for this project.

We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

Encl. NYSEFC Terms & Conditions

AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the original agreement terms and conditions.

_____
Authorized Printed Name

_____ _____
Authorized Signature Date

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President & CEO

Mandatory State Revolving Fund Terms and Conditions

for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Effective November 1, 2021

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

☐ Construction

☐ Treatment Works and Drinking Water Projects

☐ Non-Treatment Works

☐ Non-Construction

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COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

I. SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

"Contracts Meeting Article 15-A Thresholds" shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:
(a) Non-Construction Contracts greater than $25,000;
(b) Non-Construction Contracts, that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
(c) Construction Contracts greater than $100,000; and,
(d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:
(1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
(2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.
The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

II. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

III. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at: https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than $10,000

F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf .

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

IV. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com .
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

V. SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

VI. SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

VII. SECTION 4— DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https://beta.sam.gov/ .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does

not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

VIII.SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

IX. SECTION 6 –RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

Barton & Loguidice

August 2, 2021

Mickey Maher, DPW Advisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

Re: Proposal for Engineering Services – Field Services, Funding Assistance & 30% Design Services
Wastewater Treatment Plant Improvements (WWTP)
File: P702.4401

Dear Mr. Maher,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for the following services for the Wastewater Treatment Plant Improvements Project:

Topographic survey at the WWTP;
Geotechnical investigations at the WWTP;
Wetland assessment/threatened and endangered species screening for the entire project limits;
CCTV inspection of the trunk sewer;
NYSDEC SPDES permit application;
Preparation of various funding applications;
Hazardous Materials Investigation;
Basis of Design report services; and
30% Schematic drawings and plan preparation

The proposal encompasses the project identified in the September 2020 Preliminary Engineering Report (PER) and March 2021 Map & Plan (M&P) and will increase the WWTP capacity from 1.5 mgd to 1.8 mgd and replace several of the main unit processes with an alternative technology. In addition to the completion of these two reports, to date we have assisted the Town with completion of SEQR, preparation of various congressional funding applications, provided the M&P to the bond counsel for their use in preparation of the bond resolution and assisted the Town in securing a No Impact SHPO compliance response.

These services will be completed in accordance with NYSEFC's requirements as outlined in the attached Bid Packet as we are assuming the project will be funded via the congressional funds, infrastructure stimulus funds and/or NYS EFC financing.

As requested this proposal only encompasses the preliminary tasks to initiate the entire project to an approximate 30% design level at the wastewater treatment plant. Detailed final design plans and specifications, bidding and construction phase services are not included herein and would be provided under separate authorization at a later date. Further, the survey and geotechnical field

services and preliminary engineering services for the trunk sewer would be completed at a later date under separate authorization once the CCTV inspection of the trunk sewer is completed and we have evaluated the condition of the trunk sewer.

Scope of Services:

B&L proposes to provide the following scope of services:

1. *Survey and Base Mapping Services*
   Topographic survey and base mapping services will be required for design and construction of the WWTP improvements. B&L will retain the services of an M/WBE certified survey subconsultant to prepare base mapping for the project area to assist in meeting M/WBE subcontract requirements. Solicitations will be obtained in accordance with NYSEFC requirements. We expect the entire active WWTP site to be surveyed.

   The survey will include all evident planimetric and topographic features such as one-foot contour intervals, tanks/structures, landscaping, trees, overhead utilities, poles, underground utility evidence, pipe inverts and critical tank weir elevations etc. Property lines will be shown from tax maps and available infrastructure mapping provided to B&L from the Town. An easement or boundary survey is not included herein nor is any deed research / boundary survey research included as we plan to complete all improvements within the current Town owned property.

   Horizontal and vertical datum will be state plane coordinates by static GPS processed by OPUS or NYSNET. A benchmark will be set at the site for use by the contractors.

   Underground utilities will be located and shown based on existing utility mapping and Dig Safely New York mark-outs.

2. *Subsurface Investigation and Geotechnical Report*

   B&L will retain the services of an M/WBE certified subconsultant to complete soil borings and geotechnical analysis at the WWTP. Boring logs documenting subsurface conditions will be prepared for use in design and bidding phases of the project.

   a. Nine (9) total bores shall be completed. Seven (7) at 35 feet deep and two (2) at 60 feet deep.

   b. If rock is encountered core rock for 5 feet past refusal using NX-size core barrel.

   c. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch OD split spoon sampler, in accordance with ASTM D 1586: "Standard Test Method for

Standard Penetration Test (SPT) and Split Barrel Sampling of Soils, "continuously to a minimum depth of 12 feet and at 5-foot intervals thereafter.

d. Bores shall be completed using 3 1/2 inch hollow stem auger.

e. Backfill all borings using native material.

f. NYS Prevailing Wages will apply.

g. Prepare geotechnical engineering report to document all findings from investigation including Seismic Site Classification and provide foundation requirements for tanks and associated soil requirements.

3. *SEQR including Archeological Assessment*

SHPO sign off was obtained previously. A SEQR Long-Form was completed and B&L assisted the Town with the coordinated review process and a negative declaration was made by the Town Board. No others services are included at this time.

4. *Wetlands Assessment & Threatened and Endangered Species Screenings*
B&L will complete a site visit to determine if NYSDEC (state) or ACOE (federal) wetlands are present within the project limits and the wetlands delineation will be completed. A delineation report and Nationwide ACOE wetlands permit application will be prepared and forwarded for review and approval, if required. It is assumed that an individual ACOE wetlands permit or wetland mitigation design services are not required for this project. These services would be provided under separate authorization, if needed.

5. Sewer Trunk Cleaning and Televising Program
The 6,000 linear foot of sanitary sewer trunk main has had about 600 linear foot previously reviewed and improved. A light cleaning and televising program would be used to investigate the condition of the remaining 5,400 linear foot. It is proposed that cleaning and televising would be subcontracted by B&L to a qualified M/WBE certified subcontractor. This would provide an opportunity to potentially fulfill any M/WBE requirements. Additional cleaning and televising beyond the amount that is allowed for under this agreement would be completed or paid for as an additional service by the Town, if requested.

Once televising is completed, B&L will review written logs and videos and prepare a summary map and table of defects that will generally include manhole-to-manhole section number, pipe size and material, description of defect type (i.e., cracked pipe, shear break, cracked joint, leaking service tap, running lateral, etc.), location of each defect (linear feet from manhole), and estimate of infiltration rate at the time of televising, if estimated. Where pipe dips occur due to settlement (camera goes underwater), the location of the

start and end points for the dip will be recorded. Defects recorded during the sewer televising program will be shown on the general plan. The Town will provide the personnel and traffic control equipment for assisting our subcontractor with sewer main cleaning and televising, as necessary. In addition, the town staff will need to clear the off road corridor ahead of time for the subcontractor to adequately access the manholes and corridor.

We are assuming that the subcontractor can complete the service in 6 days. We will advise if additional time is needed.

6. SPDES Permit Modification – DEC Form 2A

To initiate the project an increase in permitted flow is needed and approval from NYSDEC with respect to the effluent limits for the facility.

B&L will prepare the Municipal Form 2A outlining the following:

- Facility Information
- Proposed Flow and Loadings
- Proposed new WWTP Processes
- Summary of sampling data provided by the Town
- Details of the existing outfall and stream cross section

We will work with NYSDEC to secure final effluent discharge limits for the proposed discharge.

7. *NYSEFC WIIA Application & Various Funding Assistance*

A Clean Water State Revolving Loan & WIIA funding application will be submitted for the Town to secure long term financing for the project. The following services are required:

a. Identification of Data Requirements

B&L will prepare a list of information needed from the Town. Upon receipt, this information will be reviewed and included in the application.

b. Preparation of CWSRF WIIA Funding Application

B&L will submit an application for both short term and long term financing in accordance with NYSEFC requirements. The application package will include:

- Application Forms
- Town Municipal and Bond Resolutions
- Engineering Report (previously completed)
- Associated Environmental Review Documents

- M/WBE-EEO Program Documents.
- Financial Information (*prepared by Town*)
- Agreements for Professional Services
- Construction Plans for WWTP project and Engineering Reports (as they become available)
- Notice to Proceed for Construction Project (when available)
- Title to Project Site (prepared by Town)

A copy of the draft application forms will be submitted electronically to the Town for review. Upon approval, B&L will submit the Final Application and associated information to the NYSEFC for approval. A copy of the final submittal provided to EFC will be provided to the Town.

c. Support Assistance – Funding Applications

B&L will provide support to the Town to respond to questions that may arise from the NYSEFC review but anticipates that long term coordination of financial needs will be provided by the Town staff and their financial advisor/CPA.

8. Hazardous Building Material Assessment

Physically survey and sample suspect building materials located in all accessible areas of the existing facilities that includes built-out interior space. The buildings will be subject to a pre-renovation survey for ACM in accordance with NYSDOL ICR56 regulations. Our approach is defined below.

- Certified building inspectors will review, to the extent feasible, suspect ACM used in the construction of the buildings. This survey will include review of interior and exterior materials. Some invasive survey methods will be used to access and locate potential concealed materials for sampling.
- Triplicate bulk samples will be collected from each homogeneous material in the building with the exclusion of non-friable organically bound materials (NOBs). Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content or analytical error. At least two samples of homogeneous NOBs will be collected and composited for analysis.
- Sample locations and asbestos containing materials will be recorded on single line CADD or hand-drawn diagrams (not to scale) by B&L inspectors. The drawings will be marked up to depict sample locations and material type.
- Asbestos containing products will be assumed to be ACM and will not be sampled based on the discretion of the project inspectors.
- Serial analysis will be performed on triplicate sets of samples at an appropriately accredited laboratory contracted by B&L. Bulk asbestos samples will be analyzed using the

EPA interim method of dispersion staining/polarized light microscopy (PLM). The laboratory will analyze the first sample of each series (set). If this sample tests positive for asbestos, then no additional samples of the series will be analyzed. If the first sample tests negative for asbestos, then additional samples in the series will be analyzed until a sample tests positive. If samples in a series test negative for asbestos, then the material will be considered asbestos-free. The laboratory will review samples in each set for similarity of materials. Where required, the laboratory will supplement the PLM method with the stratified point count technique.

- NOBs, which will include floor tiles/mastics, floor levelers, caulks, sealants, and roofing materials, found to be negative for asbestos by PLM, will be verified as negative by transmission electron microscopy (TEM). TEM analysis is the most definitive analysis for determination of asbestos in an NOB. NOB samples will be analyzed by an accredited TEM laboratory subcontracted by B&L.
- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Town if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our fee does not include collection and analysis by this method.
- We will collect roof samples. We will patch any penetrations made by our inspectors with commercially available roof patch. We cannot be responsible for subsequent leakage.
- A report will be issued that will identify all materials sampled and the results of sampling for the property. The Pre-Renovation Survey report will identify survey methodologies. Extent of ACM shall be identified in tabular form and on electronic drawings. Laboratory reports, chain-of-custody forms, and pertinent data generated during the survey will be included in the report.

Lead-Based Paint Characterization

These services will include a limited sampling survey of painted surfaces to document lead content for determination of handling during construction. Our approach will include the following:

- Certified lead inspectors will perform a brief review of existing building components for suspect LBP and varnish. For the purposes of renovations, it is only necessary to remove and collect LBP that is not sufficiently adhered to its substrate.
- LBP sampling will be conducted by the collection of bulk samples. A bulk paint sampling survey will include the physical collection of predominant representative paint throughout the building. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm2). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.

Hazardous Building Material Assessment/Universal Waste

B&L will conduct an assessment of the buildings for the presence of other materials that may require addressing prior to renovation/improvements. Potential materials will include: PCB containing light ballasts, switches, and transformers; and mercury containing fluorescent bulbs, switches, and thermostats. Sampling for mercury or PCB oil is not contemplated at this point. We will document the existence of said materials as observed. The results of the hazardous material assessment will be provided in the pre-renovation asbestos report. The location, content of materials where observed, and the required handling and disposal methods for each will be provided. Recommendations for further investigation and/or analytical sampling will also be included as necessary based on observations.

PCB Containing Caulk – There has been found to be a potential for PCBs (polychlorinated biphenyls) to be present in building materials, specifically caulking. We will sample representative exterior caulking for laboratory analysis in accordance with EPA Method 8082 for PCBs. The purpose of the sampling will only be informational and precautionary to avoid potential improper handling in the event that PCB caulk is identified.

9. *Basis of Design Report/ 30% Schematic Design*

To more clearly establish the project design, B&L will prepare a Basis of Design Report in accordance with New York State Department of Environmental Conservation requirements

including design standards as defined in "Recommended Standards for Wastewater Works" and TR-16, except any variations approved by NYSDEC.

A new hydraulic profile will be developed for the new WWTP process. It will analyze average and peak hourly flows.

All selected unit processes will be further developed with each manufacturer to determine capital costs, operational and maintenance costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

The report will present proposed process equipment and will contain figures illustrating the preliminary layout of the unit processes, building locations, WWTP hydraulics, tank and equipment configurations, and yard piping.

The anticipated deliverables under this phase will consist of the following items:

- Basis of Design Report including process calculations and equipment cut sheets
- Drawings indicating general tank configurations, general equipment layout, and approximate building locations
- Preliminary Hydraulic Calculations
- Drawing indicating the Process Flow Schematic

The layout provided will be analyzed with respect to operations and maintenance, safety, and reliability.

The Basis of Design report will contain the following:

- Written text describing the proposed WWTP upgrade
- Drawing of proposed site illustrating general tank configurations, general equipment layout, and building locations
- Drawing of proposed process flow schematic
- 30% opinion of probable project cost
- Process calculations
- Preliminary hydraulic calculations
- Manufacturer and equipment data

A review meeting will be held with the Town and WWTP personnel at the completion of the Draft Report and comments will be incorporated into the Final Basis of Design Report. This meeting can also be used as a public information session if desired by the Town.

B&L will provide the Town with eight copies of the Final Basis of Design Report for submittal to the Town and the NYSDEC for approval.

Three on-site (3) meetings are included during the Basis of Design phase as well as team conference/zoom calls.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total fee of $278,000 as outlined below. The required MWBE subconsulting services will meet the minimum limits established by EFC for this project.

Survey & Base Mapping Services	$ 42,000	Lump Sum
Subsurface Investigation and Geotechnical Report	$ 35,000	Lump Sum
SEQR including Archeological Assessment	$ 0	Previously Completed
Wetlands Assessment & Threatened/Endangered Screenings	$ 5,000	Lump Sum
Sewer Trunk Cleaning and Televising Program	$ 45,000	Allowance
SPDES Permit Modification – Form 2A	$ 3,000	Lump Sum
NYSEFC WIIA Application & Various Funding Assistance	$ 6,000	Time & Expense
Hazardous Building Material Assessment	$ 12,000	Lump Sum
Basis of Design Report/ 30% Schematic Design	$130,000	Time & Expense

We would not exceed this amount unless the Town Board first authorized a modification of the scope and fee. Services would be invoiced to the Town monthly through the invoice date and our Standard Billing Rate schedule would be utilized.

Thank you for the opportunity to be of continued service to the Town of Rotterdam. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

Encl. Standard Terms and Conditions
NYSEFC Bid Packet

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AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Rotterdam to proceed with the services described herein in accordance with the attached terms and conditions.

_____
Authorized Printed Name

_____ _____
Authorized Signature Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

Program Requirements and Bid Packet for Contracts Funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Recipient to Identify Contract Type:

☐ **Construction**
- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

Effective October 1, 2020

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

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PART 1: HOW TO USE THIS DOCUMENT

The New York State Environmental Facilities Corporation ("EFC") implements the New York State Revolving Fund ("SRF") for both Clean Water and Drinking Water projects.

This Program Requirements and Bid Packet for Contracts document contains (1) a brief description of New York State and federal program requirements for Contracts and Subcontracts funded in whole or part by the New York State Clean Water and Drinking Water SRFs, (2) required language for such Contracts and Subcontracts to satisfy the SRF program requirements, including required forms, and (3) guidance materials to assist entities in complying with these requirements.

PROGRAM REQUIREMENTS

The following requirements apply projects funded with the NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund:

- Participation of Minority- and Women-Owned Business Enterprises ("MWBE") and Equal Employment Opportunities ("EEO") pursuant to New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development);

- Equal Employment Opportunities pursuant to Titles VI and VII of the Civil Rights Act of 1964, 40 CFR Part 7, and 41 CFR Part 60-1 Subpart A;

- Affirmative Action requirements pursuant to 41 CFR Part 60-4;

- Non-discrimination requirements pursuant to Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972;

- Encouragement of participation of Service-Disabled Veteran-Owned Business Enterprises ("SDVOB") in accordance with New York State Executive Law, Article 17-B and 9 NYCRR Part 252;

- American Iron and Steel ("AIS") pursuant to P.L. 113-76, Consolidated Appropriates Act, 2014; WRRDA Section 608 of the Federal Water Pollution Control Act, as revised;

- Davis Bacon Related Acts ("DBRA") consisting of the following: The Davis Bacon Act; Copeland Act (40 U.S.C. § 3145); Reorganization Plan No. 14; Department of Labor 29 CFR Parts 1, 3, and 5; Contract Work Hours and Safety Standards Act;

- Applicable State and/or local prevailing wage requirements;

- Requirements regarding suspension and debarment pursuant to 2 CFR Part 180, 2 CFR Part 1532, 29 CFR § 5.12, Executive Order 11246, State Labor Law § 220-b, and State Executive Law § 316; and,

- Restrictions on Lobbying pursuant to 40 CFR Part 34.

EFC or its authorized representatives, and other governmental entities as applicable, reserve the right to conduct occasional site inspections to monitor compliance with SRF program requirements.

This document is not intended to be inclusive of all applicable legal requirements and there may be other legal requirements that need to be included in a particular Contract or Subcontract that are not set forth here. Accordingly, EFC recommends that Recipients, Contractors, Subcontractors, and any other involved entities consult their legal counsel for advice on compliance will all applicable laws, including but not limited to local laws. This document is not intended to be legal advice.

Refer to the EFC website at www.efc.ny.gov for the latest version of the bid packet to ensure that the most recent forms and contract language are being used.

REQUIRED CONTRACT LANGUAGE

Part 2 of this document is the Required Contract Language. All of the language in Part 2 must be inserted into all Contracts and Subcontracts funded in whole or in part with SRF funds, in order for SRF Recipients, Contractors, and Subcontractors to comply with the above-listed SRF program requirements.

GUIDANCE MATERIALS

Part 3 of this document sets forth Guidance Materials intended to assist SRF Recipients, Contractors, and Subcontractors in complying with the foregoing SRF program requirements, as applicable.

The Guidance Materials are for informational purposes only and are not intended to be used as contractual language. Please do not incorporate the Guidance Materials into any Contracts or Subcontracts.

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

"Contract" means an agreement between a Recipient and a Contractor.

"Contractor" means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

"Service Provider" means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

"Subcontract" means an agreement between a Contractor and a Subcontractor.

"Subcontractor" means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

"Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

"State" means the State of New York.

"Treatment Works" is defined in Clean Water Act (CWA) Section 212.

"Nonpoint Source Projects" and **"Green Infrastructure Projects"** are defined in CWA Section 319.

"Estuary Management Program Project" is defined in CWA Section 320.

PART 2: REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

☐ **Construction**

- ☐ **Treatment Works and Drinking Water Projects**
- ☐ **Non-Treatment Works**

☐ **Non-Construction**

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

"Contracts Meeting Article 15-A Thresholds" shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:
(a) Non-Construction Contracts greater than $25,000;
(b) Non-Construction Contracts, that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;
(c) Construction Contracts greater than $100,000; and,
(d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:
(1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
(2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at: https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than $10,000

F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf .

G. Required EEO Forms
Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com .
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, http://www.beta.sam.gov .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B)

of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the

required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of $100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

PART 3: GUIDANCE MATERIALS

APPLICABILITY OF PROGRAM REQUIREMENTS

This table contains a breakdown of the applicable program requirements based on contract type and its value. For further details pertaining to each requirement, refer to the section identified in the heading. The relevant section number is the same in both Part 2 and Part 3 of this document.

Type of Contract	MWBE Section 1	EEO[1] Section 1	Title VII Section 1	AIS Section 3	Davis Bacon Section 4	FAAR[2] Section 1	Suspension & Debarment Section 6	Restrictions on Lobbying Section 7
Construction: Treatment Works & Drinking Water Projects								
All		X	X	X			X	
If greater than:								
$2,000		X	X	X	X		X	
$10,000		X	X	X	X	X	X	
$100,000	X	X	X	X	X	X	X	X
Construction: Non-Treatment Works								
All		X	X				X	
If greater than:								
$10,000		X	X			X	X	
$100,000	X	X	X			X	X	X
Non-Construction								
All		X		X				
If greater than:								
$25,000	X	X		X				
$100,000	X	X		X				X

[1] For purposes of this table, "EEO" includes the following: EEO requirements under 40 CFR Part 33, Title VI, Section 504, Age Discrimination Act, and Section 13.

[2] For purposes of this table, "FAAR" means the Federal Affirmative Action Regulations.

SECTION 1 GUIDANCE FOR THE REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. Summary of EEO and MWBE forms

A. Forms to be Submitted Prior to Contract Execution
Applicable to Contracts Meeting Article 15-A Thresholds

1. **MWBE Utilization Plan**
To be submitted by the Contractor to the MBO after the bid opening, but in no case more than ten (10) business days after the Contractor receives notice from the Recipient that the Contractor has submitted a low bid. For Contracts that are not bid, it is to be submitted prior to the Contract execution date. This form is attached hereto as Attachment 4. See Required Contract Language, Section 1(III)(B).

B. Forms to be Submitted During the Term of the Contract
Applicable to Contracts Meeting Article 15-A Thresholds

1. **Request for Partial or Total MWBE Waiver**
If applicable, to be submitted by the Contractor to the MBO at any time during the term of the Contract, but prior to the submission of a request for final payment on the Contract. This form is attached hereto as Attachment 5. See Required Contract Language, Section 1(III)(C).

2. **Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")**
To be submitted by the Contractor to the MBO by the third business day following the end of each month over the term of the Contract. This form is attached hereto as Attachment 3. See Required Contract Language, Section 1(III)(D).

Applicable to all construction Contracts

3. **EEO-1 Report**
To be submitted by the Contractor and Subcontractor, as applicable, annually during the term of the Contract or Subcontract. A sample EEO-1 Report can be found here: https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeo1survey/eeo1-2-2.pdf Instructions for how to submit the EEO-1 Report online can be found here: https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet . See Section 1(II)(D), Required Contract Language.

II. Equal Employment Opportunities (EEO)

A. EEO Poster
Applicable to all construction Contracts
Attachment 1, *EEO Poster*, is the notice provided by the United States Department of Labor, with a place added to identify the employee responsible for EEO compliance, as required by 40 CFR § 7.95.

B. EEO Goals
Applicable to construction Contracts greater than $10,000
Pursuant to 41 CFR Part 60-4, the United States Department of Labor has established EEO goals for the employment of minorities and women. For federal and federally assisted construction Contractors, goals for minorities and females are established as a percentage participation rate. These goals are applicable to all of a Contractor's construction work sites (whether or not these sites are also the result of a federal Contract or are federally assisted). The goals are applicable

to each nonexempt Contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project Contract or Subcontract. Contractors should apply to each work site the goal for the geographical area that each particular work site is located in. These goals, and further information, are available at: https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf .

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

The goals provided herein (Required Contract Language, Section 1(III)(A)) are effective as of October 1, 2020. MWBE participation goals for a contract will be based on the goals in place at the time of the execution date of each respective contract, unless otherwise specified. Please contact EFC if you have any questions about the applicable MWBE participation goals for your contract.

B. Good Faith Efforts

The Contractor must make good faith efforts to develop an adequate MWBE Utilization Plan and must continue such good faith efforts to meet applicable MWBE participation goals. The Contractor shall maintain documentation of good faith efforts to solicit participation of MWBE firms for SRF-funded projects. If a Contractor is unable to meet contract MWBE participation goals, and submits a Request for Waiver, documentation of such good faith efforts must accompany the request. See Required Contract Language, Section 1(III)(C).

Contractor should also continue good faith efforts to seek opportunities for MWBE participation during the life of the contract even if proposed goals have been achieved.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract, such as a copy of the schedule of values from the bid submission, and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.

- Printed screenshots of the directory of Certified Minority- and Women- Owned Business Enterprises ("MWBE directory") on ESD's website for certified MWBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.

- Copies of timely solicitations and documentation (e.g., faxes and emails) that the Contractor offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

- A log prepared by the Contractor in a sortable spreadsheet documenting the Contractor's solicitation of MBEs and WBEs for participation as Subcontractors or suppliers pursuant to a contract. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log format below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any winning bids received from non-MWBE firms for the same areas MWBEs were solicited should also be tracked on the log.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the NYS Contract Reporter that is free to all Contractors - https://www.nyscr.ny.gov .

- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work.

- A written demonstration that the Contractor offered to make up any inability to meet the project MWBE participation goals in other Contracts and/or agreements performed by the Contractor on another SRF funded project.

- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.

- Any other information or documentation that demonstrates the Contractor conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Contractors and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF-funded projects.

EFC reserves the right to request additional information and/or documentation to support the adequacy of the MWBE Utilization Plan and/or waiver request.

C. Review of the MWBE Utilization Plan

The MBO will evaluate a completed MWBE Utilization Plan. If the MBO finds the Utilization Plan sufficient, it will be forwarded to EFC for review. If the MBO finds the Utilization Plan insufficient, the MBO will work with the Contractor to address deficiencies before submitting to EFC for review. A written notice of acceptance or deficiency will be issued by EFC within 20 business days of receipt of the Utilization Plan. Upon receipt of a notice of deficiency from either the MBO or EFC, the Contractor shall respond with a written remedy to such notice within seven (7) business days of receipt.

D. Eligibility for MWBE Participation Credit

1. To receive MWBE participation credit, Contractors or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan must be certified as an MBE or WBE by ESD.
    a. A Contractor, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are also required.
2. Prime Contractors may also include second or lower tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.
3. Credit for MWBE participation shall be granted only for MWBE firms performing a commercially useful business function according to custom and practice in the industry. An MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

    a. "Commercially useful functions" normally include:

i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment;
iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Contractor; or,
iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

b. For construction Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
   i. The portion of a Contract or Subcontract with an MWBE serving as a manufacturer that shall be deemed to represent the commercially useful function performed by the MWBE shall be 100% of the total value of the Contract or Subcontract.
   ii. the portion of a Contract or Subcontract with an MWBE serving as a supplier (as denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9), and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract.
   iii. the portion of a Contract or Subcontract with an MWBE serving as a broker (as denoted by NAICS code 425120) that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

c. For non-construction Contracts or Subcontracts, the following rules apply when calculating MWBE utilization:
   i. the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract. Any firms that are listed as brokers or manufacturers' representatives (NAICS code 425120) and not specifically as suppliers fall in this category.

d. No credit will be granted for MWBEs that do not perform a commercially useful function.

E. Requests for Waiver

1. If the Contractor's application of good faith efforts does not result in the utilization of MWBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Contractor may request a full or partial waiver of MWBE participation goals by completing a Request for Waiver form, attaching appropriate documentation of good faith efforts, and submitting same to the MBO. See also Required Contract Language, Section 1(III)(C). Even if an MWBE waiver is granted, EEO information must still be submitted.
2. The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities.
3. Specialty Equipment/Service Exclusion: A specialty equipment/service exclusion may be granted in cases where:

   a. equipment is made by only one non-MWBE manufacturer,
   b. the technical specifications call for equipment that is not available through an MWBE supplier;
   c. the equipment is constructed on site by specially trained non-MWBE labor;
   d. the service is not available through an MWBE (such as work done by National Grid);
   e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or,

f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MWBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract amount to determine the MWBE Eligible Amount and the goals will be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

Example:
$200,000 - $50,000 = $150,000
(Contract) (Specialty equipment/service) (MWBE Eligible Amount)
The MWBE goal is applied to the MWBE Eligible Amount.

A request for this specialty equipment/service deduction can be completed by filling out a Request for Waiver form and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described, an ESD search result for the manufacturer or manufacturer's representative, and documentation of the cost of each item. For construction Contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

IV. Subcontractor's Responsibilities

Subcontractors should:

1. Maintain their MWBE certifications and notify the Contractor and MBO of any change in their certification status.
2. Notify the Contractor of any MWBE Subcontractors they hire so they may be included on the Contractor's Utilization Plan.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.
4. Maintain business records that should include, but not be limited to, Contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Ensure that a required EEO Policy Statement and applicable MWBE requirements are included in each subcontract.
6. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.

V. Protests/Complaints

Contractors or Subcontractors who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE & EEO Program or wish to protest should do so in writing to the MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Contractor or Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

VI. Waste, Fraud and Abuse

Subcontractors, Contractors, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3266.

SECTION 2 GUIDANCE FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES ("SDVOB") PARTICIPATION OPPORTUNITIES

Contractor may contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/SDVOBA.asp .

Please contact EFC if you have any questions about utilizing SDVOBs on the Contract.

SECTION 3 GUIDANCE FOR AMERICAN IRON AND STEEL ("AIS") REQUIREMENT

Since 2014, if a Recipient uses CWSRF or DWSRF financial assistance to fund all or a part of the construction, alteration, maintenance or repair a public water system or treatment works, the Recipient must use iron and steel products that are produced in the United States for the whole project.

The AIS requirement does not apply to:

1. a project for which engineering plans and specifications were submitted for review by the responsible State agency before January 17, 2014 and approved by that agency before April 15, 2014; or
2. a project funded by a financial assistance agreement with EFC that was signed before January 17, 2014.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials. For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost (with the exception of reinforced precast concrete products).

The term "produced in the United States" means that all manufacturing processes of the iron or steel, including application of coatings, take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

The EPA may waive the AIS requirement for a treatment works project if:

1. applying the requirement would be inconsistent with the public interest;
2. iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A request for a waiver to use foreign iron or steel products must include adequate information for EPA's evaluation of the request, including:

1. A description of the foreign and domestic iron, steel, and/or manufactured goods;
2. Unit of measure;
3. Quantity;

4. Cost;
5. Time of delivery or availability;
6. Location of the project;
7. Name and address of the proposed supplier; and,
8. A detailed justification for use of foreign iron or steel products.

Requests for AIS waivers are to be submitted to EFC. Upon review, EFC will submit AIS waiver requests to EPA. When EPA receives a request for a waiver, EPA will publish the request and any accompanying material on EPA's official public Internet site, allowing informal public input on the request for at least 15 days before granting or denying the waiver request.

Additionally, EPA has the authority to issue waivers that are national in scope. National waivers may be for specific products or in the public's interest. These waivers can be found at EPA's website at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-approved-national-waivers-0 .
The "De Minimis Waiver" is noteworthy. The waiver permits the use of iron and steel products when they occur in de minimis incidental components of DWSRF or CWSRF projects, as long as:

1. the funds used for the de minimis incidental components cumulatively comprise no more than 5% of the total cost of the materials used in a project; and,
2. the cost of an individual item does not exceed 1% of the total cost of the materials used in the project.

Items covered by the de minimis waiver are:

1. essential, but incidental to the construction;
2. incorporated into the physical structure of the project; and,
3. often low-cost and bought in bulk.

Examples of "de minimis" items include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and therefore are not considered "de minimis" include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To use the de minimis waiver, Contractors should prepare a record in spreadsheet form that tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If it is contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver should be highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

Additional information, guidance and Questions and Answers about the State Revolving Fund American Iron and Steel (AIS) requirement can be found at EPA's website: https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement .

SECTION 4 GUIDANCE FOR APPLICABLE LABOR STANDARDS

I. Davis-Bacon Act

The Davis-Bacon Act requires Contractors and Subcontractors performing construction, alteration and repair work under Contracts in excess of $2,000 funded from SRF monies, to pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location.

For purposes of this section, "State Recipient" means EFC.

A. Requirements for Recipients.

This guidance describes how Recipients assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and

Development Act of 2014 (WRRDA) with respect to State Recipients and Recipients. Recipients with questions about when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring should contact the State Recipient. Recipients can also obtain guidance from DOL's web site at http://www.dol.gov/whd .

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements. Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with the State Recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Recipients must obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting Contracts (solicitation) for activities subject to DB. These wage determinations must be incorporated into solicitations and any subsequent Contracts. Prime Contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime Contract.

(i) While the solicitation remains open, the Recipient must monitor https://beta.sam.gov weekly to ensure that the wage determination contained in the solicitation remains current. Recipients must amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipient may request a finding from the State Recipient that there is not a reasonable time to notify interested Contractors of the modification of the wage determination. The State Recipient will provide a report of its findings to the Recipient.

(ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersessions DOL makes to the wage determination contained in the solicitation shall be effective unless the State Recipient, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor https://beta.sam.gov on a weekly basis if it does not award the Contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Recipient must insert the appropriate DOL wage determination from https://beta.sam.gov into the ordering instrument.

(c) Recipients must review all Subcontracts subject to DB entered into by prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's Contract after the award of a Contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the Contract or ordering instrument. If this occurs, the Recipient must either terminate the Contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the Contract or ordering instrument by change order. The Recipient's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

B. Additional requirements for Recipients that are not governmental entities

Recipients that are not governmental entities must submit their proposed DB wage determinations to the State Recipient for approval prior to including the wage determinations in

any solicitation, Contract or issuing task orders, work assignments, or similar instruments to existing Contractors, as well as ordering instruments unless subsequently directed otherwise by the State Recipient award official as identified below.

Recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov . After the Recipient obtains its proposed wage determination, it must submit the wage determination to the State Recipient award official at: Timothy Burns, P.E., Director, Engineering and Program Management, New York State Environmental Facilities Corporation, at 518-402-7396 or at the following email address: Timothy.Burns@efc.ny.gov.

C. Compliance Verification

(a) The Recipient must periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that Contractors or Subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The Recipient must establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the Contract or Subcontract. Recipients must increase the frequency of the interviews if the initial interviews or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. Recipients must immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews must be conducted in confidence.

(c) The Recipient must periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. The Recipient must establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the Contract or Subcontract. At a minimum, the Recipient must spot check payroll data within two weeks of each Contractor or Subcontractor's submission of its initial payroll data and two weeks prior to the completion date the Contract or Subcontract. Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. In addition, during the examinations the Recipient must verify evidence of fringe benefit plans and payments thereunder by Contractors and Subcontractors who claim credit for fringe benefit contributions.

(d) The Recipient must periodically review Contractors' and Subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that Contractors and Subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews must be conducted in accordance with the schedules for spot checks and interviews described in Item (b) and (c) immediately above.

(e) Upon the request of EFC, the Recipient must provide EFC with a written certification indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies from Contractors/Subcontractors for the specified week.

(f) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://beta.sam.gov .

II. Responsibilities of Contractors and Subcontractors

After execution of any SRF eligible Contracts, the Contractor and Subcontractor have the following responsibilities:

1. Post Davis Bacon Wage Poster and applicable federal, state, and local wages in a visible area at the construction site. This poster may be found on the EFC website under the

Resource Library. (Refer to the attached required forms)

2. Make your employees available for wage interviews if necessary. Wage interviews must be conducted confidentially and using Labor Standard Interview Form (SF-1445). (Refer to the attached required forms)
3. Use federal payroll form WH-347 and complete the certifications on the back. If another form is being used, inform the Recipient and obtain a determination that the form is equivalent to the federal form. (Refer to the attached required forms)
4. Pay the higher of applicable prevailing federal, state, or local wages, including benefits (fringe & holidays), to each trade and overtime not less than one and one-half times the basic rate of pay for hours in excess of forty hours on Contracts in excess of $100,000. The wage rates apply to Subcontractor trades as well.
5. Maintain proof of apprentice and trainee ratios for both Contractor and Subcontractor and certifications onsite.
6. Pay wages to your employees and your Subcontractors on a weekly basis. Ensure that your Subcontractors are paying their employees weekly.
7. Ensure that the Subcontracts contain the Davis Bacon contract language, the applicable federal, state, or local wage determinations and equal employment opportunity language. This language is provided in the Part 2: Required Contract Language. Federal wage determinations are available at https://beta.sam.gov .
8. Provide payroll forms and apprentice and trainee certifications to the Recipient for their records.
9. Report potential waste, fraud and abuse violations to the EPA Davis Bacon Contact and DOL Wages and Hours District Office found on their website. https://beta.sam.gov . Any violations in payroll reporting or unpaid wages are subject to a daily monetary penalty.

SECTION 5 GUIDANCE FOR STATE AND/OR LOCAL PREVAILING WAGE REQUIREMENTS

Contractors and Subcontractors working under a public works contract are subject to labor standards under State Labor Law, including but not limited to prevailing wage requirements, and may be subject to additional labor requirements under applicable local laws. When preparing the bid for an SRF project, the Contractor, and any Subcontractors, must use the higher of the applicable prevailing federal, State, or local wage rates paid to each trade.

SECTION 6 GUIDANCE FOR REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

A list of debarred and suspended contractors, pursuant to 2 CFR Parts 180 and 1532,29 CFR § 5.12, and Executive Order 11246 is available on the US Department of Labor's website at https://www.sam.gov/portal/public/SAM .

A list of contractors and subcontractors deemed ineligible to submit a bid on or be awarded a public contract or subcontract, pursuant to Article 8 of the State Labor Law, is available on the New York State Department of Labor's website at http://labor.ny.gov/workerprotection/publicwork/PDFs/debarred.pdf

A list of contractors deemed ineligible to submit a bid is maintained by Empire State Development's Division of Minority and Women's Business Development.

SECTION 7 GUIDANCE FOR RESTRICTIONS ON LOBBYING

Each Contractor and any Subcontractor that has a Contract or Subcontract exceeding $100,000 shall provide to the Recipient a completed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9 consistent with the prescribed form provided in Appendix A to 40 CFR Part 34. The form provides a certification that the Contractor or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

SECTION 8 SUMMARY OF CONTRACTOR REQUIREMENTS FOR SRF-FUNDED PROJECTS

Forms can be found as attachments to this document or online at www.efc.ny.gov

Forms should be submitted electronically via email or through EFC's dropbox

	Refer to Part 3 Guidance Section
To be submitted with this bid:	
☐ Lobbying Certification	Section 7
☐ AIS Contractor's Certification	Section 3
To be submitted prior to or upon Contract award:	
☐ Executed Contracts, Subcontracts, agreements, and purchase orders	
☐ MWBE Utilization Plan and/or Waiver Request	Section 1
Tasks for construction start:	
☐ Ensure that all Subcontracts contain Part 2: Required Contract Language	
☐ Post EEO Poster	Section 1
☐ Pay the higher of prevailing federal, state, or local wages including benefits	Section 4
☐ Post Davis Bacon Wage Poster AND Wage Rates	Section 4
☐ Use Federal Payroll Form (WH-347)	Section 4
☐ Obtain apprentice and trainee certifications	Section 4
☐ Obtain AIS Manufacturer's Certifications for all iron & steel products	Section 3
Ongoing documentation & tasks:	
☐ Submit EEO-1 Report, online	Section 1
☐ Submit Monthly MWBE Reports to MBO	Section 1
☐ Maintain weekly certified payrolls for all Prime & Subcontractors	Section 4
☐ Maintain proof of payments for MWBE Subcontractors	Section 1
☐ Maintain AIS Manufacturer's Certifications	Section 3

ATTACHMENTS (Required Forms)

Attachment 1 – Monthly MWBE Contractor Compliance Report

New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

Instructions:

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at www.efc.ny.gov.
- All MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "*MReport – (Project No). – (Municipality) – (Firm Name) – (Date)*" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality:	County:	Contract ID:	Month:	Year:
Project No.:	GIGP/EPG No:	Registration No. (NYC only):		

Prime Contractor/Service Provider:	Award Date:	Start Date:	**Date all MWBE / SDVOB subs paid in full:**

Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. Date:

Last Month's Contract **Amt:** $ Revised Contract Amt: $ Change Order Amt: $	**MWBE Eligible Amt:** $ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)	**EFC MWBE Goals** MBE: % MBE Amt: $ WBE: % WBE Amt: $ Total: % Total Amt: $		**Total Paid to Prime** Total Paid this Month: $ Total Paid to Date: $
	SDVOB Eligible Amount $	**EFC SDVOB Goals** SDVOB **6 %**	SDVOB Amt: $	

NYS Certified MWBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount Original	Subcontractor Total Amount Revised	Payments this Month	Previous Payments	Total Payments Made to Date
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

NYS Certified M/WBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

NYS Certified M/WBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					

New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE-SDVOB Report")

NYS Certified M/WBE / SDVOB Contractor & Subcontractor	Please Specify Any Revisions this Month	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Choose all that apply: ☐ MBE ☐ WBE ☐ SDVOB ☐ DSDVBD Control #: MWBE Only - Select Only One: ☐ Broker __% ☐Supplier ☐ N/A	☐ Subcontractor is REMOVED ☐ NEW Subcontractor ☐ Subcontract Amt. INCREASED ☐ Subcontract Amt. DECREASED					
Additional Pages can be found at www.efc.ny.gov TOTAL						

Please explain any revisions and note the scope of work that new subcontractors will be providing. Please note that change orders over $25K may require that good faith efforts be made to obtain additional participation:

Attachment 2 – MWBE Utilization Plan

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9, and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. The MBO may designate an Authorized Representative to complete and submit quarterly payment reports on its behalf, and, if so designated, the MBO's Authorized Representative must also complete Section 1. The Authorized Representative may only submit quarterly payment reports on behalf of the MBO and may not submit any other required forms or reports for the MBO. The MBO must complete Section 1 even if designating an Authorized Representative. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.**

The subject heading of the e-mail to the EFC MWBE Representative should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and notify the MBO via e-mail of its acceptance or denial.

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			**County:**	
Project No.:	**GIGP/EPG No.:**	**Contract ID:**	**Registration No. (NYC only):**	
Minority Business Officer:		**Email:**	**Phone #:**	
Address of MBO:				
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				**Date:**
Complete if applicable:				
Authorized Representative:		**Title:**		
Authorized Rep. Company:		**Email:**	**Phone #:**	
Electronic Signature of Authorized Rep.: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			**Contract Type:** ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.				
Address:		**Phone #:**	**Fed. Employer ID #:**	
Description of Work:				
Award Date:	**Start Date:**	**Completion Date:**	**MWBE GOAL Total**	**PROPOSED MWBE Participation**
Total Contract Amount: $ **MWBE Eligible Contract Amount: $** (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			**MBE:** % $ **WBE:** % $ **Total:** % $	**MBE:** % $ **WBE:** % $ **Total:** % $

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 3: MWBE SUBCONTRACTOR INFORMATION				
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:				
NYS Certified M/WBE Subcontractor Info		**Contract Amount:**		**For EFC Use:**
		MBE ($)	**WBE ($)**	
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				
Name:	**Fed. Employer ID#:**			
Address:	**Phone #:**			
Scope of Work:	**Email:**			
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**			
Select Only One: ☐ Broker __% ☐ Supplier ☐ N/A	**Completion Date:**			
Full Contract Amount: $				

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. Name (Please Type):	**Date:**

Attachment 3 – MWBE Waiver Request

New York State Environmental Facilities Corporation
Minority & Women Owned Business Enterprise (MWBE) Waiver Request Form

Instructions for Contractors & Service Providers:
Contractors and Service Providers must complete Sections 2, 3, and 4. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO).** Incomplete forms will be found deficient.

See the Bid Packet at www.efc.ny.gov or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):
The MBO must complete Section 1. **Submit the completed, signed (electronic signature box checked and dated) form in Microsoft Word format via e-mail to your EFC MWBE Representative.** The subject heading of the e-mail to the EFC MWBE Representative should follow the format "Waiver Request, Project Number, Contractor." EFC will review and notify the MBO via e-mail of its acceptance or denial.

If a partial MWBE waiver is requested, an MWBE Utilization Plan must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:		**County:**		
Project No.:	**GIGP/EPG No.:**	**Contract ID:**	**Registration No. (NYC only):**	
Minority Business Officer (MBO):		**Email:**	**Phone #:**	
Address of MBO:				
Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			**Contract Type:** ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other:				
Address:		**Phone #:**	**Fed. Employer ID #:**	
Contact Information of Firm Representative Authorized to Discuss Waiver Request: **Name:** **Title:** **Phone #:** **E-mail:**				
Description of Work:			**EFC MWBE GOAL Total**	
Award Date:	**Start Date:**	**Completion Date:**	**MBE:** % $	
Total Contract Amount: $ **MWBE Eligible Contract Amount: $** (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			**WBE:** % $	
			Total: % $	

SECTION 3: TYPE OF MWBE WAIVER REQUESTED

1. ☐ **Full Waiver** (No MWBE participation)
2. ☐ **Partial Waiver** (Less than the MWBE goals; indicate below the proposed MWBE participation)

   PROPOSED MWBE Participation

   MBE: % $

   WBE: % $

   Total: % $
3. ☐ **Specialty Equipment/Services Exclusion** (Must be of SIGNIFICANT cost - list of equipment and cost must be attached in addition to the supporting documentation outlined below)

SECTION 4: SUPPORTING DOCUMENTATION

To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. If a Specialty Equipment Exclusion is requested, it must be accompanied by the documentation requested in items 1 - 13. If a Specialty Services Exclusion is requested, it must be accompanied by the items requested in items 1 – 9 and item 14. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact EFC for assistance, including sample documentation.

1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.

2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.

3. Screenshots of search results (by business description or commodity code) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.

4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.

5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.

6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as

a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.

7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.

8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.

9. EFC and the MBO reserve the right to request additional information and/or documentation.

Additional Documentation for Requests for Specialty Equipment Exclusions:

10. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.

11. Letter, e-mail or screenshot of website from the manufacturer listing their distributors in NYS and the locations.

12. Screenshots of ESD's MWBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.

13. An invoice or executed purchase order showing the value of the equipment.

Additional Documentation for Requests for Specialty Service Exclusions:

14. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

Note: Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by EFC, to determine MWBE compliance. In cases where EFC accepts a full or partial waiver of MWBE participation goals, the waiver request will be posted to EFC's website.

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge. **Name:** (Please Type):	**Date:**

Attachment 4 – Lobbying Certification

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____

Attachment 5 – AIS Contractor's Certification

NEW YORK STATE OF OPPORTUNITY. | Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS FROM

THE NYS CLEAN WATER STATE REVOLVING FUND OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project #: _____

SRF Recipient Name: _____

I certify that the iron and steel products that will be permanently incorporated into the public water system or wastewater treatment works project under this construction contract will have been produced in the United States, in accordance with the requirements of the US Environmental Protection Agency. I will also develop and maintain at the project location the necessary documentation to demonstrate that the iron and steel products incorporated into the project were produced in the United States, and make such documentation available to The NYS Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 6 – AIS Manufacturer's Certification

1. The following information is provided as a manufacturer's sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

   Date

   Company Name

   Company Address

   City, State Zip

   Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

   I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

   Item, Products and/or Materials:

   1. Xxxx

   2. Xxxx

   3. Xxxx

   Such process took place at the following location: _____

   If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

   [Signed by company representative]

2. The following information is provided as a manufacturer's sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx

2. Xxxx

3. Xxxx

Such process took place at the following location: _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

[Signed by company representative]

Attachment 7 – Federal Payroll Form (WH-347)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O. T. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Attachment 8 – EEO Poster

Employee Contact
For EEO Compliance:

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement *EEOC-P/E-1 (Revised 11/09)*

RESOLUTION 79.23

ACCEPTING TOWN BOARD MEETING MINUTES OF JANUARY 1, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: **January 18, 2023**
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **January 1, 2023 Town Board Organizational Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **January 25, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **January 25, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **January 1, 2023 Town Board Organizational Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **January 25, 2023.**

Attachment/Document(s): **At the TB meeting 1-11-23 the resolution was tabled all documents were correct and the Organizational Meeting of 1-1-23 needs to be approved**

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

January 6, 2023

Certified Resolutions: #1-#47-2023 for the year 2023 was duly adopted at the Town Board Organizational Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Sunday, January 1, 2023 at 1:00 p.m. The Town Board Organizational meeting began at approximately 1:05 p.m. Motion #1 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board Organizational Meeting was adjourned at approximately 1:44 p.m. by Councilmember Dodson and seconded by Councilmember Mastroianni. All agreed to adjourn the Town Board Meeting.

Councilmember Christou was absent

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 Zoom conference call. Members of the public may listen to the board meeting by dialing 1 (929) 205-6099(followed by the pound symbol) or by logging into Zoom.com, then enter the conference ID NO. 867 0373 0307. 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
January 1, 2023
1:00 PM
Organizational Meeting

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

Motion No. 1-23 Motion made to move forward with Resolution 1.23

Resolutions:

1.23 To enter into a contract with Gilchrist Tingley, P.C. as Attorneys for the Town of Rotterdam and as Attorneys for the Town Planning Commission.

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

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

4.23 To reappoint Marcus Montgomery to the position of Comptroller.

5.23 To appoint Allison Kartner as a part time Clerk.

6.23 To reappoint Thomas P. Yuille as the Chair of the Town Planning Commission.

7.23 To appoint Joseph Miglucci as a member of the Planning Commission.

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

9.23 To reappoint Philip Eats as the Chair of the Zoning Board of Appeals.

10.23 To reappoint Alex Stramenga as a member of the Zoning Board of Appeals.

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

12.23 Authorizing the Supervisor to negotiate and execute an agreement with Villano Law Firm, PLLC, as Attorney for the Ethics Board.

13.23 To appoint/reappoint various members to the Town of Rotterdam Emergency Medical Board.

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

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

16.23 To appoint/reappoint individuals to the various positions and titles for the calendar year 2023.

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

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

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

20.23 Appointing the Town Board of Rotterdam as The Official Board of Health for 2023.

21.23 Establishing the Town Board Liaisons Assignments for the calendar year 2023.

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

23.23 Adopting the 2023 Town of Rotterdam Meetings Schedule.

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

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

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

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

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

29.23 Establishing petty cash funds.

30.23 Establish bank depositories for the Town of Rotterdam.

31.23 Reimbursement rate for mileage.

32.23 Designate the Daily Gazette as the official newspaper.

33.23 Authorize the utilization of specific engineering firms to act as Town Designated Engineers for 2023.

34.23 Authorizing the Supervisor to negotiate and execute an agreement for participation in the Schenectady County Stop-DWI program for the year 2023.

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

36.23 Authorizing the supervisor to negotiate and execute a contract with Ben Moore Photography/Video.

37.23 Authorizing the Supervisor to negotiate and execute a renewal contract with the Boys and Girls club.

38.23 Authorizing the Supervisor to negotiate and execute a contract with Scott M. Ronda, LLC, to represent tax litigation matters for the year of 2023.

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

40.23 Authorizing the Supervisor to approve the transfer of funds to the Chief of Police for asset forfeiture investigations during 2023.

41.23 Authorize and direct the Supervisor and/or designee to prepare and file with the Town Clerk the Annual Financial Report within one hundred twenty (120) days of the close of the 2022 fiscal year and direct the Town Clerk to publish the necessary legal notice.

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

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

44.23 Authorizing the Supervisor to negotiate and execute an agreement with Montgomery County Society for the Prevention of Cruelty to Animals (MCSPCA).

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

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

47.23 Accepting Town Board meeting minutes.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 1.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following motion passed:

MOTION NO. 1.23

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Resolution 1.23 to move forward and to vote on it.

SECTION 2. This motion shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 motion passed by the Town Board of the Town of Rotterdam at the Organizational Meeting on January 1, 2023 and that the foregoing is a true and correct transcript of the original motion and of the whole thereof and that said original motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 1.23 Not Completed

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was not completed:

TO ENTER INTO A CONTRACT WITH GILCHRIST TINGLEY, P.C. AS ATTORNEYS FOR THE TOWN OF ROTTERDAM AND AS ATTORNEYS FOR THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town commencing January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the November 22, 2022 proposed engagement letter.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town of Rotterdam Planning Commission commencing January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the November 22, 2022 proposed engagement letter.

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera		X	
Dodson	X		
Mastroianni (Absent)			
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 not completed by the Town Board of the Town of Rotterdam at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 1.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO ENTER INTO A CONTRACT WITH GILCHRIST TINGLEY, P.C. AS ATTORNEYS FOR THE TOWN OF ROTTERDAM AND AS ATTORNEYS FOR THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town commencing January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the November 22, 2022 proposed engagement letter.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute a contract with Gilchrist Tingley, P.C. for provision of legal services as Attorneys for the Town of Rotterdam Planning Commission commencing January 1, 2023 through December 31, 2023, pursuant to the terms and conditions set forth in the November 22, 2022 proposed engagement letter.

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 2.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO REAPPOINT CHARLES JACK DODSON TO THE POSITION OF DEPUTY SUPERVISOR

WHEREAS, Supervisor Mollie Collins has appointed Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam, pursuant to Section Forty-Two (42) of the Town Law of the State of New York, effective January 1, 2023; and

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby acknowledges the appointment of Charles Jack Dodson to the position of Deputy Supervisor of the Town of Rotterdam commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 3.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

WHEREAS, Supervisor Mollie Collins has appointed Megan Griffin to the position of Confidential Secretary of the Town of Rotterdam, pursuant to New York State Town Law, Section 29, Subpart 15, effective January 1, 2023; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Megan Griffin, of Rotterdam, New York, as the Confidential Secretary to the Supervisor, full time, with full employee benefits, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 4.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO REAPPOINT MARCUS MONTGOMERY TO THE POSITION OF COMPTROLLER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints Marcus Montgomery, of Schenectady, New York, as the Comptroller, full time, with full employee benefits, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION 5.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO APPOINT ALLISON KARTNER AS A PART TIME CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Allison Kartner of Rotterdam, New York is hereby appointed to the position of Clerk, part-time, with no employee benefits, and subject to pre-employment background checks at an hourly rate of twenty-three and 38/100 ($23.38) dollars, commencing January 3, 2023.

SECTION 2. This resolution shall be effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

TOWN OF ROTTERDAM Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 6.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO REAPPOINT THOMAS P. YUILLE AS THE CHAIR OF THE TOWN PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Thomas P. Yuille of Rotterdam, New York, is hereby appointed as the Chair of the Town of Rotterdam Planning Commission for a one (1) year term, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 7.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO APPOINT JOSEPH MIGLUCCI AS A MEMBER OF THE PLANNING COMMISSION

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Joseph Miglucci, of Rotterdam, New York, is hereby appointed as a member of the Town of Rotterdam Planning Commission for a seven (7) year term, commencing January 1, 2023 through December 31, 2029.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 8.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Marlo Carter of Clifton Park, New York to provide secretarial and transcription services for the Town of Rotterdam Planning Commission, and on an as needed basis for the Town of Rotterdam Zoning Board of Appeals, for a one (1) year term commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 9.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Philip Eats of Rotterdam, New York, is hereby reappointed to the position of Chair for the Town of Rotterdam Zoning Board of Appeals for a one (1) year term, commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 10.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO REAPPOINT ALEX STRAMENGA AS A MEMBER OF THE ZONING BOARD OF APPEALS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Alex Stramenga, of Rotterdam, New York, is hereby reappointed as a member for the Town of Rotterdam Zoning Board of Appeals for a five (5) year term, commencing January 1, 2023 through December 31, 2027.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 11.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor of the Town of Rotterdam, New York, is hereby authorized to execute an agreement with Lisa Gallo of Rotterdam, New York to provide secretarial and transcription services for the Town of Rotterdam Zoning Board of appeals, and on an as needed basis for the Town of Rotterdam Planning Commission, for a one (1) year term commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 12.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH VILLANO LAW FIRM, PLLC, AS ATTORNEY FOR THE ETHICS BOARD

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with Villano Law Firm, PLLC, for attorney for the Town of Rotterdam Ethics Board for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 13.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby appoints and/or reappoints the following individuals to the Town of Rotterdam Emergency Medical Board, who shall serve at the pleasure of the Town Board and so long as they qualify, with a term to otherwise expire December 31, 2023:

Councilmember, Samantha Miller-Herrera – Chair
Councilmember, Charles J. Dodson
Deputy Chief William Male – Secretary
Detective Paul Chevalier
Dean Romano
Robert Philip
_____ (fire)
_____ (fire)
Joseph Heinbach Jr.
Carly Martin

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 14.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Conservation Advisory Council for a two (2) year term commencing on January 1, 2023 through December 31, 2024:

James Schaefer, Ph.D. Bruce Bonacquist Scott Quinn

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 15.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals of Rotterdam, New York are hereby appointed/reappointed as members to the Town of Rotterdam Parks and Recreation Advisory Committee for a three (3) year term commencing on January 1, 2023 through December 31, 2025:

Russell Collura Ronald Schlag Nicole Salamone Harry Marx

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 16.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

TO APPOINT AND/OR REAPPOINT INDIVIDUALS TO THE VARIOUS POSITIONS AND TITLES FOR THE CALENDAR YEAR 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various additional duties and/or part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $5,000
Covid Compliance	
Megan Griffin	Annual Stipend $2,500
Social Media Administrator	
Megan Griffin	Annual Stipend $2,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Storm Water Officer	
Ryan Coulter	Annual Stipend $3,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $100.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $15.00
Clerk- Part Time (Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time (Police Dept)	
Allison Kartner	Hourly Rate $23.38
Storm Water Manager – Part-Time	
Mary Barrie	Hourly Rate $25.00
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00

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

Building Inspector – Part Time
Lloyd Denny Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

Bingo Inspector
William Purcell Hourly Rate $15.00

Safety Inspector
Kathy Fisher Hourly Rate $35.00

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins (Recused)			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

TOWN OF ROTTERDAM Schenectady, County NY

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 17.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

ADOPTING RULES OF ORDER FOR REGULARLY SCHEDULED TOWN BOARD MEETINGS

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 18.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 19.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZING AND APPROVING PURCHASING POLICY AND PROCEDURES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 20.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

APPOINTING THE TOWN BOARD OF ROTTERDAM AS THE OFFICIAL BOARD OF HEALTH FOR 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Councilmembers of the Town of Rotterdam are appointed to and they do hereby constitute the official Board of Health of the Town of Rotterdam for the year 2023.

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 21.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

ESTABLISHING THE TOWN BOARD LIAISONS ASSIGNMENTS FOR THE CALENDAR YEAR 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam establishes the following liaison assignments for the calendar year 2023:

BUDGET & FINANCE
Jack Dodson
Samantha Miller-Herrera

BUILDINGS & GROUNDS
Samantha Miller-Herrera
Jack Dodson

ADA COMPLIANCE
Joseph Mastroianni
Evan Christou

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS
Joseph Mastroianni
Evan Christou

EMERGENCY MEDICAL PARAMEDIC SERVICES
Samantha Miller-Herrera
Jack Dodson

EMPLOYEE RELATIONS – CSEA
Joseph Mastroianni
Evan Christou

EMPLOYEE RELATIONS – PBA
Joseph Mastroianni
Evan Christou

ENERGY-SUSTAINABLE & RENEWABLES
Joseph Mastroianni
Evan Christou

ENVIRONMENTAL CONSERVATION/ STORMWATER IMPROVEMENTS-MANAGEMENT
Jack Dodson
Samantha Miller-Herrera

HEALTH
Joseph Mastroianni
Evan Christou

HIGHWAY
Jack Dodson
Samantha Miller-Herrera

HERITAGE & HISTORICAL AFFAIRS
Joseph Mastroianni
Evan Christou

INTERGOVERNMENTAL AFFAIRS
Samantha Miller-Herrera
Jack Dodson

LOCAL LAWS & ORDINANCES
Samantha Miller-Herrera
Jack Dodson

PARKS, RECREATION, PROGRAMS FOR THE AGING & YOUTH
Joseph Mastroianni
Evan Christou

PUBLIC SAFETY
Jack Dodson
Samantha Miller-Herrera

PUBLIC WORKS – WATER, SEWER & WATER/SEWER MAINTENANCE
Jack Dodson
Samantha Miller-Herrera

TAXATION & ASSESSMENTS
Samantha Miller-Herrera
Jack Dodson

TECHNOLOGY & RECORDS MANAGMENT
Joseph Mastroianni
Evan Christou

VETERANS AFFAIRS
Joseph Mastroianni
Evan Christou

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 22.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

APPOINTING INDIVIDUALS AS MEMBERS OF THE SICK LEAVE FUND COMMITTEE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed as a member of the Town of Rotterdam Sick Leave Fund Committee for a one (1) year term commencing January 1, 2023 through December 31, 2023:

Joseph Mastroianni Donna Levasseur Brad Canning Lisa Gallo

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 23.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

ADOPTING THE 2023 TOWN OF ROTTERDAM MEETINGS SCHEDULE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board, Planning Commission, Zoning Board of Appeals, Conservation Advisory Council, and Parks and Recreation Advisory Committee, of the Town of Rotterdam shall hold regular public (open) meetings from January 1, 2023 through January 1, 2024 pursuant to the meeting schedule attached.

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 24.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The salaries of all annually rated permanent employees in the competitive and non-competitive classes of Civil Service Employment are hereby directed to be paid by the Supervisor from the appropriate line items contained in the 2023 Annual Budget, not to exceed the annual budget amount for the year 2023 without prior Town Board approval, at the rates theretofore established at the time of their respective appointments, plus increments as have otherwise been provided for by law, by collective bargaining agreement or salary increment schedules where applicable and duly adopted.

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

Supervisor	$13,000.00
Councilmembers (4)	$10,000.00 (each)
Town Justices (2)	$39,390.00 (each)
Superintendent of Highways	$70,963.00
Town Clerk	$59,438.00
Receiver of Taxes	$59,438.00
Deputy Town Supervisor	$ 3,000.00

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

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

Comptroller	$77,000.00
Assessor	$81,466.00
Confidential Secretary	$46,920.00
Deputy Town Clerk	$44,880.00
Deputy Receiver of Taxes	$44,880.00
Historian	$500.00
Board of Assessment Review (5)	$550.00(each)

SECTION 4. The pay period of each officer or employee, whether bi-weekly or monthly, shall continue as heretofore established in regard to respective positions

SECTION 5. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 25.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby approve overtime payment to Town Employees only with the prior written approval of the department head or Town Supervisor and/or designee except in the case of an emergency situation involving the health, safety and welfare of the general public for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 26.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Supervisor of the Town of Rotterdam and/or his/her designee to approve, only upon written request accompanied by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2023 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

TOWN OF ROTTERDAM Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 27.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **MILLER-HERRERA,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby delegates its authority and authorizes the Chief of Police of the Town of Rotterdam and/or his designee to approve, only upon written request accompanies by a cost estimate, the attendance of any employee and/or member of the Town of Rotterdam Police Department to attend schools, training sessions, conventions, conferences, or other meetings requiring said attendance as approved by the Supervisor. The reasonable cost of said attendance shall be paid from the appropriate line item as contained in the 2023 Annual Budget of the Town of Rotterdam, not to exceed said budgeted amount without prior Town Board approval.

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

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

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 28.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

APPROVING THE EXTENSION OF BENEFITS TO QUALIFIED ELECTED AND FULL-TIME APPOINTED POSITIONS

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

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Effective January 1, 2023, members of the Town Board of the Town of Rotterdam, including the Supervisor, Deputy Supervisor and Town Councilmembers shall not be entitled to dental insurance, vision care insurance or medical and/or health insurance from the Town in any amount. This section shall not apply to any benefits received by an above-mentioned elected official when such benefits are received as a result of prior employment with the Town of Rotterdam.

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

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

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

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

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

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

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 29.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

ESTABLISHING PETTY CASH FUNDS

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Petty cash funds are hereby established for use by various town offices for the year of 2023 as follows:

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

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 30.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

ESTABLISH BANK DEPOSITORIES FOR THE TOWN OF ROTTERDAM

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

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

1. Key Bank, 1708 Broadway, Schenectady, New York 12306
2. Greene County Commercial Bank, 425 Main Street, Catskill, New York 12414
3. Pioneer Bank, 1828 Altamont Avenue, Schenectady, New York 12303
4. Saratoga National Bank, 1963 Altamont Avenue, Schenectady, New York 12303

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 31.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

REIMBURSEMENT RATE FOR MILEAGE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

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

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 32.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

DESIGNATE THE DAILY GAZETTE AS THE OFFICIAL NEWSPAPER

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 designates the Daily Gazette, a newspaper published in the City of Schenectady, New York, located at 2345 Maxon Road Extension, Schenectady, New York, 12308, and having significant circulation in the Town of Rotterdam, be the official newspaper of the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 33.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZE THE UTILIZATION OF SPECIFIC ENGINEERING FIRMS TO ACT AS TOWN DESIGNATED ENGINEERS FOR 2023

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the utilization of the following engineering firms to act as Town Designated Engineers for the calendar year 2023 on a as needed basis:

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

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute contracts with the above referenced engineering firms in 2023.

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 34.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR PARTICIPATION IN THE SCHENECTADY COUNTY STOP-DWI PROGRAM FOR THE YEAR 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute an agreement with the County of Schenectady for participation in the Schenectady County STOP-DWI Program for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 35.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The supervisor is hereby authorized to negotiate and execute a contract with Cusak and Company, Certified Public Accountants, LLC, of 7 Airport Park Boulevard, Latham, New York to provide auditing services to the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 36.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Ben Moore, of 120 Dahlia Street, Rotterdam, New York 12306, to provide photography and videography services for the unedited recording of the Town Board Meetings for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 37.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Boys and Girls Club of Schenectady, 400 Craig Street, Schenectady, New York 12307, for services to be provided for the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 38.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH SCOTT M. RONDA, LLC TO REPRESENT TAX LITIGATION MATTERS FOR THE YEAR OF 2023

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

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Scott M. Ronda, LLC, located at 514 Vischers Ferry Road, Clifton Park, New York 12065, to represent the Town of Rotterdam related to tax litigation matters for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 39.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with, Bartlett, Pontif, Stewart & Rhodes, PC. to act as Attorneys for the Zoning Board of Appeals for a term commencing January 1, 2023 through December 31, 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 40.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO APPROVE THE TRANSFER OF FUNDS TO THE CHIEF OF POLICE FOR ASSET FORFEITURE INVESTIGATIONS DURING 2023

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

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

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

SECTION 1. The Town Board of the Town of Rotterdam does hereby authorize the Supervisor of the Town of Rotterdam to approve the transfer of funds to the Chief of Police of the Town of Rotterdam Police Department for asset forfeiture investigations during 2023.

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

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

SECTION 4. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 41.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZE AND DIRECT THE SUPERVISOR AND/OR DESIGNEE TO PREPARE AND FILE WITH THE TOWN CLERK THE ANNUAL FINANCIAL REPORT WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF THE 2022 FISCAL YEAR AND DIRECT THE TOWN CLERK TO PUBLISH THE NECESSARY LEGAL NOTICE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam, Pursuant to Section 29 (10-a) of New York Town Law, hereby authorizes and directs the Supervisor of the Town of Rotterdam, in lieu of preparing the report required by Section 29(10) of New York State Town Law, to submit to the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days after the close of the 2022 fiscal year, a copy of the report to the NYS Comptroller required by Section 30 of the New York State General Municipal Law pursuant to Section 29(10-a) of the NYS Town Law, and the Town Clerk shall cause a notice to be published within ten (10) days after receipt thereof, that a copy of such report is on file in the Town Clerk's office and is available for public inspection and copying in the official newspaper.

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam within ten (10) days after receipt of a copy of the Annual Financial Report of the 2022 Fiscal Year prepared and filed by the Supervisor pursuant to Section 29 (10-a) of the New York State Town Law within one hundred twenty (120) days after the close of the fiscal year, the following public notice:

TOWN OF ROTTERDAM
PUBLIC NOTICE

PLEASE TAKE NOTICE: That a copy of the Annual Financial Report of the Town of Rotterdam filed by the Supervisor pursuant to Section 29 (10-a) of the Town Law of the State of New York in the Office of the Town Clerk of the Town of Rotterdam within one hundred twenty (120) days of the close of the 2022 fiscal year and said report being a true and accurate copy of the report to the Comptroller of the State of New York as required by Section 30 of the New York State General Municipal Law, is on file in the Town Clerk's office and available for public inspection and copying during normal business hours.

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 42.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with the Arts Center and Theatre of Schenectady, located at 423 State Street, Schenectady, New York 12305, to provide public and government television access, in an amount not to exceed five thousand and 00/100 ($5,000.00) dollars, annually for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 43.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Industrial & Utility Valuation Consultants Inc., located at 31 Colonial Green, Albany New York, 12211, to provide Real Property Tax Consulting Services to the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 44.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MONTGOMERY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS(MCSPCA)

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with MCSPCA, located at 1007 NY-5S, Amsterdam, NY 12010, for the sheltering of dogs as required by state and local laws, in the amount not to exceed nine thousand and 00/100 ($9,000.00) dollars commencing January 1, 2023 through December 31, 2024.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 45.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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 FCM Engineering, PLLC of 156 Spring Road, Scotia New York 12302, in accordance with the agreement and fee schedule attached to obtain professional consultant services in connection with providing on-call engineering services through December 31, 2023.

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

SECTION 3. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou (Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION 46.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to negotiate and execute a contract with Hodgson/Russ LLP, Bond Counsel Attorneys, located at 677 Broadway, Suite 301, Albany, New York to provide bond counsel services to the Town of Rotterdam for the year 2023.

SECTION 2. This resolution shall become effective January 1, 2023.

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

T

RESOLUTION 47.23

At the Organizational 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 Sunday, January 1, 2023, at 1:00 p.m., the following resolution was duly adopted:

ACCEPTING TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 28, 2022 Town Board meeting as attached.

SECTION 2. This resolution shall become effective January 1, 2023

DATED: January 1, 2023

NAME	AYES	NOES	ABSTAIN
Christou(Absent)			
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 at the Organizational Meeting on January 1, 2023, 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 January 6, 2023.

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

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 80.23

ACCEPTING TOWN BOARD MEETING MINUTES OF JANUARY 11, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 11, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective January 25, 2023.

DATED: January 25, 2023

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: **January 17, 2023**
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **January 11, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **January 25, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **January 25, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **January 11, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **January 25, 2023.**

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

January 13, 2023

Certified Resolutions: #48-#60 for the year 2023 was duly adopted at the Town Board Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 that was held Wednesday, January 11, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:39 p.m. Agenda review was adjourned at approximately 6:51p.m. All agreed to adjourn agenda review. Motion #2 was made by Councilmember Dodson and seconded by Councilmember Christou. Motion#3 was made by Miller-Herrera and seconded by Christou. The Town Board Meeting was adjourned at approximately 8:19 p.m. by Councilmember Dodson and seconded by Councilmember Miller-Herrera. 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 Zoom conference call. Members of the public may listen to the board meeting by dialing **1 (929) 205-6099**(followed by the pound symbol) or by logging into Zoom.com, then enter the conference **ID NO. 867 0373 0307**. 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
January 11, 2023
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

- Local Law to amend chapter 60, Residency Requirements, of the Town code of the Town of Rotterdam. **CLOSED PUBLIC HEARING**
- To consider and receive evidence on the requests of the Buekendaal Temple Association, Cyprus Shriners, Schenectady Shrine Club, and Notre Dame Bishop Gibbons School for a finding that that such organizations are either domiciled within the Town of Rotterdam, or that hardship or necessity exists sufficient to warrant the conducting of bingo and/or games of chance within the territorial limits of the Town of Rotterdam by organizations not domiciled within the Town of Rotterdam, and such other matters as may be necessary or appropriate in connection with the licensing requests or applications, received or anticipated to be received, from such organizations, under applicable regulations of the New York State Gaming Commission. **PUBLIC HEARING KEPT OPEN**

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

2.23 Motion to keep public hearing #2 open.

3.23 Motion to table resolution 60.23 until the next meeting.

RESOLUTIONS

48.23 Authorizing the Supervisor to accept the withdrawal of the legal services provided to the Town by Gilchrest Tingley, P.C.

49.23 Authorizing the Supervisor to execute an agreement with Roemer Wallens Gold and Mineaux LLP.

50.23 To enact Introductory Local Law No. 11 of 2022; to amend Chapter 60, Residency Requirements, of the Town Code of the Town of Rotterdam.

51.23 To appoint Paul Chevalier to Police Sergeant 2nd.

52.23 To appoint Eileen Juedes to the position of Deputy Court Clerk.

53.23 To appoint Dylan Hart to the position of Cleaner.

54.23 To appoint Noah Baker to the position of Cleaner.

55.23 To appoint Paul Brown to Water and Sewer Maintenance Worker.

56.23 To accept revenue for the Town Clerk's office for December 2022.

57.23 Request for Qualifications (RFQ) for Engineering Services; Kiwanis Park Waterfront Access Improvements.

58.23 To approve budget transfers to the 2022 and 2023 budget.

59.23 To amend Resolution No. 296.21 relating to use of ARPA funds.

60.23 To accept Town Board meeting minutes. **TABLED**

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

MOTION 2.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023 at 7:00 p.m., the following motion passed.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

SECTION 2. This motion shall become effective January 11, 2023

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing motion passed by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

MOTION 3.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023 at 7:00 p.m., the following motion passed.

THEREFORE, UPON MOTION OF Councilmember **MILLER-HERRERA**, seconded by Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to table this Resolution 60.23 till the next meeting.

SECTION 2. This motion shall become effective January 11, 2023.

DATED: January 11, 2023

TO TABLE

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 motion passed by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County NY

RESOLUTION NO. 48.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO ACCEPT THE WITHDRAWL OF THE LEGAL SERVICES PROVIDED TO THE TOWN BY GILCHRIST TINGLEY, P.C.

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to accept the withdrawal of legal services to the Town as Attorney for the Town from the Law Firm of Gilchrist Tingley, P.C. in accordance with the written notice of withdrawal.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes all legal services provided by Gilchrist Tingley, P.C. and Jonathon B. Tingley to the Town as Attorney for the Town to terminate effective as of **January 11, 2023**.

SECTION 3. The Town Board of the Town of Rotterdam hereby authorizes the payment to Gilchrist Tingley, P.C., for the fees for services rendered in the transition from Gilchrist Tingley, P.C. to Roemer Wallens Gold & Mineaux, LLP as Attorney for the Town.

SECTION 4. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 49.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

AUTHORIZING THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH ROEMER WALLENS GOLD AND MINEAUX LLP

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute the Agreement attached hereto with Roemer Wallens Gold and Mineaux LLP, located at 13 Columbia Circle, Albany New York 12203, for provision of legal services as Attorneys for the Town commencing January 11, 2023 through December 31, 2023.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to execute the Agreement attached hereto with Roemer Wallens Gold and Mineaux LLP, located at 13 Columbia Circle, Albany New York 12203, for provision of legal services as Attorneys for the Town of Rotterdam Planning Commission, commencing January 11, 2023 through December 31, 2023.

SECTION 3. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 50.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ENACT INTRODUCTORY LOCAL LAW NO. 11 OF 2022; TO AMEND CHAPTER 60, RESIDENCY REQUIREMENTS, OF THE TOWN CODE OF THE TOWN OF ROTTERDAM

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 11 of 2022.

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

SECTION 3. This resolution shall become effective January 11, 2023

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 51.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT PAUL CHEVALIER TO POLICE SERGEANT 2ND

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Investigator Paul Chevalier, of Scotia, New York 12302, is hereby promoted and appointed to the position of Police Sergeant 2nd, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of ninety-five thousand two hundred sixty-seven and 58/100 ($95,267.58) dollars, commencing January 14, 2023.

SECTION 2. This resolution shall be effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
OFFICE OF THE TOWN CLERK
Schenectady, County, NY

RESOLUTION NO. 52.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT EILEEN JUEDES TO THE POSITION OF DEPUTY COURT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Eileen Juedes, of Glenville, New York 12302, is hereby appointed to the position of Deputy Court Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty thousand eight hundred thirty-eight and 29/100 ($40,838.29) dollars, commencing January 17, 2023.

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 53.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT DYLAN HART TO THE POSITION OF CLEANER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Dylan Hart, of Schenectady, New York 12303, is hereby appointed to the position of Cleaner, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of thirty-eight thousand nine hundred ninety-one and 01/100 ($38,991.01) dollars, commencing January 17, 2023.

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 54.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT NOAH BAKER TO THE POSITION OF CLEANER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Noah Baker, of Schenectady, New York 12304, is hereby appointed to the position of Cleaner, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of thirty-eight thousand nine hundred ninety-one and 01/100 ($38,991.01) dollars, commencing January 17, 2023.

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 55.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPOINT PAUL BROWN TO WATER AND SEWER MAINTENANCE WORKER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Paul Brown, of Rotterdam New York 12306, is hereby appointed to the position of Water and Sewer Maintenance Worker, full time, with full employee benefits, at an annual salary of forty-nine thousand one hundred fifty-six and 95/100 ($49,156.95) dollars, commencing January 17, 2023;

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 56.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO ACCEPT REVENUE FOR THE TOWN CLERK'S OFFICE FOR DECEMBER 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 December 2022, has been placed on file and the town clerk's check in the amount of four thousand nine hundred thirty seven dollars and 31/100 ($4,937.31) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 11, 2023

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 57.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES KIWANIS PARK WATERFRONT ACCESS IMPROVEMENTS

WHEREAS, the Town of Rotterdam has been awarded a $225,000 grant from the Local Waterfront Improvement Grant for the Design and Construction of Kiwanis Park Waterfront Access Improvements; and

WHEREAS, the Town seeks an engineering consulting firm to develop design and construction documents, and to provide construction oversight of the select improvements by a combination of construction contractor, Town DPW forces and/or volunteer organizations; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk of the Town of Rotterdam shall cause the following notice to be published in the official newspaper of the Town of Rotterdam on or before January 15, 2023, of request for qualification (RFQ):

TOWN OF ROTTERDAM
REQUEST FOR QUALIFICATIONS

PLEASE TAKE NOTICE: That the Town Clerk of the Town of Rotterdam, on Friday, the 10th day of February, 2023, at 2:00 P.M at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 will publicly open all proposals received pursuant to this notice for the following:

Request for Qualifications (RFQ) for Engineering Services
Kiwanis Park Waterfront Access Improvements

Request for Qualification packets may be obtained from the Office of Town Clerk, Diane M. Marco at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Town of Rotterdam, New York, 12306 and all responses must be received no later than 2:00 p.m. on Friday, the 10th day of February, 2023.

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

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

DATED: January 11, 2023
Daily Gazette: Please publish once on January 14, 2023
Town Clerk
Post

SECTION 2. The Town Supervisor, the Senior Planner/Grant Coordinator, and their respective designee(s) are hereby authorized and directed to cause the RFQ to be published and distributed directly to qualified State certified MWBEs listed in the NYS Directory of Certified Firms, and to publish and distribute the RFQ through such other means and to such other firms as shall be reasonably appropriate under the circumstances.

SECTION 3. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

RESOLUTION NO. 58.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO APPROVE BUDGET TRANSFERS TO THE 2022 AND 2023 BUDGET

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

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 budget transfers to the various accounts for 2022 and 2023 are hereby audited and approved in accordance with the attached document.

SECTION 2. This resolution shall become effective January 11, 2023

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Office of the Town Clerk Schenectady County

RESOLUTION NO. 59.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AMEND RESOLUTION NO. 296.21 RELATING TO USE OF ARPA FUNDS

WHEREAS, by Resolution No. 214.21 adopted on August 11, 2021, the Town Board voted in favor of authorizing the then-Town Supervisor to enter into a lease agreement with ViaPort Rotterdam, located at 93 West Campbell Road, 12306, for the lease of office space; and

WHEREAS, on or about November 2, 2021, the then-Town Supervisor executed a certain Lease Agreement for Office Space at 93 West Campbell Road by and between Via Port New York, LLC and the Town of Rotterdam (hereinafter, the "Lease Agreement"); and

WHEREAS, by Resolution No. 296.21, the Town Board resolved as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements)), and to begin rehabilitation of the former Kmart space to enable consolidating the Town offices, court facilities, and Police Department ($1,000,000 paid from line A 1620 4900 (Bldg Repairs))."

WHEREAS, the designation in Resolution No. 296.21 to use $1,000,000 in ARPA funds to rehabilitate the former Kmart space to enable consolidating the Town offices, court facilities, and Police Department was made in connection and with reference to the Lease Agreement; and

WHEREAS, by Resolution No. 237.22 adopted on August 3, 2022, the Town Board found and determined that the Lease Agreement and deposit of funds as security thereunder were not properly authorized; and

WHEREAS, on August 4, 2022, and pursuant to the authority and direction of Resolution No. 237.22, written demand was made to Via Port, through its counsel, for return of the Town funds that had been deposited as security under the Lease Agreement; and

WHEREAS, on September 30, 2022, Via Port, through its counsel, notified counsel for the Town that Via Port viewed Resolution No. 237.22 as constituting a default of the Town's obligations under the Lease Agreement, setting forth that the terms of the Lease Agreement

provided a remedy for such alleged default in the form of payment of a lump sum amount equal to the Base Rent and Additional Rent which would have been payable thereunder by the Town (had the Lease Agreement not been terminated) for the full lease term of 10 years; and

WHEREAS, by Resolution 300.22, the Town Board authorized execution of a settlement agreement resolving all claims by and between the Town and Via Port relating to the dispute concerning the Lease Agreement; and

WHEREAS, such settlement agreement provided, among other things, for the Town to recover from Via Port $1,000,000 in ARPA funds that had been deposited by the Town with Via Port pursuant to the Lease Agreement; and

WHEREAS, on October 28, 2022, Via Port returned to the Town the $1,000,000 in ARPA funds in accordance with the settlement agreement; and

WHEREAS, in light of the return of the $1,000,000 in ARPA funds and the termination of the subject Lease Agreement, the Town Board determines it to be appropriate to amend Resolution 296.21 accordingly; **NOW**,

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 296.21 is hereby amended to read in its entirety as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements))."

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023

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

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on January 11, 2023, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION 60.23 TABLED

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, January 11, 2023, at 7:00 p.m., the following resolution was **tabled:**

TO ACCEPT TOWN BOARD MEETING MINUTES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the January 1, 2023 Town Board organizational meeting as attached.

SECTION 2. This resolution shall become effective January 11, 2023.

DATED: January 11, 2023
TO TABLE

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 **tabled** by the Town Board of the Town of Rotterdam at the Meeting on January 11, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said original resolution that was **tabled** is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 13, 2023.

Diane M. Marco
Diane M. Marco, Town Clerk

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