*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

July 5, 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

- Discussion regarding the Rotterdam Patrolmen's Benevolent Association Inc.

PROCLAMATIONS/PRESENTATIONS
PUBLIC HEARING

- To establish a six (6) month moratorium prohibiting Battery Energy Storage system installations within the Town of Rotterdam.
- To establish a six (6) month moratorium prohibiting Wind Generation system installations within the Town of Rotterdam.

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

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

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

211.23 To accept Town Board meeting minutes of June 14, 2023.

212.23 To appoint a Police Officer.

213.23 To appoint Noah Messick to the position of Cleaner.

214.23 To appoint Rookmin Abzal to the position of Payroll Audit Clerk.

215.22 To appoint Noah Baker to the position of Park Attendant.

216.23 To temporarily appoint Joseph Mastroianni as Deputy Supervisor.

217.23 To enter into an agreement with Niagara Mohawk for the authorization of the Hometown Hero Banners program to be installed on utility poles in the Town of Rotterdam.

218.23 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 GIS/Maps/Location worker.

219.23 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 Wastewater Treatment Plant Mechanic.

220.23 To approve budget transfers to the 2023 budget.

221.23 To accept certain real estate parcels from Schenectady County.

222.23 To authorize Change Order No. 1 with AMZ Construction Services Inc. for the Salt Storage Project.

223.23 To authorize Change Order No. 2 on the E Contract with B&D Industries for the Sewer District No. 7 Extension No. 2 Project.

224.23 To authorize the purchase of an audio video sound system for the Rotterdam Senior Center.

225.23 To accept and award bid for Rotterdam Senior Center Roof Replacement Project.

226.23 To authorize submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application for the Town of Rotterdam Wastewater Treatment Plant Improvements.

227.23 To authorize submission of a New York State Water Infrastructure Improvement Act (WIIA) Grant Application for the Town of Rotterdam Water System Improvements Project.

DRAFT

228.23 To negotiate and execute an agreement with Barton & Logudice for additional engineering services related to the Rotterdam Senior Center Roof Replacement Project.

229.23 To negotiate and execute an agreement with Barton & Logudice for the pumping station roof asbestos investigation and sampling services.

230.23 To negotiate and execute an agreement with Barton & Logudice for mold assessment services.

231.23 To negotiate and execute an agreement with Barton & Logudice for professional engineering services for the Kiwanis International Park Waterfront Access Improvements project.

232.23 To declare lead agency for SEQR review for the change of zone from single family residential (R-1) to retail business (B-1) on a portion of tax parcel #59.19-1-4.1 known as 2917 Hamburg Street.

233.23 To recognize the introduction of Local Law No.___ of 2023; Change of zone from single family residential (R-1) to retail business (B-1); on a portion of tax parcel #59.19-1-4.1 known as 2917 Hamburg Street and scheduling a public hearing thereon.

234.23 To negotiate and execute an agreement with Webinstinct to upgrade and host website services to the Town.

235.23 To negotiate and execute an agreement with Barton & Logudice for a trunk sewer access improvements project.

236.23 To authorize the Supervisor to execute and sign a Memorandum of Agreement with the Rotterdam Patrolmen's Benevolent Association Inc.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

RESOLUTION NO. 211.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF JUNE 14, 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 June 14, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **June 28, 2023**
TO**:** Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the **June 14, 2023 Town Board Meeting.**

TO BE PLACED ON TOWN BOARD AGENDA OF: **July 5, 2023.**

TO BE PLACED ON TOWN BOARD MEETING OF: **July 5, 2023.**

Background Information: Attached. To adopt the meeting minutes from the **June 14, 2023 Town Board Meeting.**

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of **July 5, 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

DRAFT

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

June 19, 2023

Certified Resolutions: #190.23-#211.23 for the year 2023 was duly adopted at the Town Board Meeting held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, June 14, 2023 at 7:00 p.m. The Town Board Agenda review meeting began approximately 6:30 p.m. Agenda review was adjourned at approximately 6:45 p.m. All agreed to adjourn agenda review. Motion#18 was made by Councilmember Mastroianni and seconded by Councilmember Dodson. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 8:02 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

DRAFT

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
June 14, 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

- Earth Day Volunteer Thank You

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.

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

MOTIONS

18.23 To add on Resolution 211.23

RESOLUTIONS

190.23 To accept Town Board meeting minutes of May 24, 2023.

191.23 To accept revenue for Town Clerk's office for May 2023.

192.23 To appoint Donna Levasseur to the position of Account Clerk.

193.23 To appoint Brion Dufek to the position of Senior Wastewater Treatment Plant Operator.

194.23 To appoint Nicholas Kosakowski to the position of Wastewater Treatment Plant Operator.

195.23 To approve budget transfers to the 2023 budget.

196.23 To authorize the purchase of two vehicles for the Department of Public Works.

197.23 To negotiate and execute a contract with Santore's World of Famous Fireworks LLC.

198.23 To authorize the Supervisor to modify the administrative agreement with Delta Dental.

199.23 To allow spotted lanternfly traps at Kiwanis Park and monitoring by Cornell University Cooperative Extension Saratoga County.

200.23 To negotiate and execute an agreement with Prime AE for professional engineering services related to the Mercury Minimization Plan.

201.23 To negotiate and execute an agreement with C.T. Male Associates for landfill monitoring services.

202.23 To authorize purchase of chlorine gas

203.23 To recognize the introduction of an Introductory Local Law of 2023; To amend chapter 270, zoning, of the town code, relating to a change of zone from single-family residential (R-1) to retail business (B-1) and refer to the planning commission for report and recommendation.

204.23 Requesting bids for Rotterdam Junction WD 3&4 Leak Detection Survey.

205.23 To accept and award bid for 6.3mm polymer-modified hot mix asphalt highway resurfacing.

206.23 To accept and award bid for mill & fill with type 3 dense binder highway paving.

207.23 To enter into an agreement pursuant to highway law section 284 for Town highway paving for 2023.

208.23 To recognize the introduction of Introductory Local Law no. __ of 2023; Establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam, and scheduling a public hearing thereon.

DRAFT

209.23 To recognize the introduction of Introductory Local Law no. __ of 2023; Establish a six (6) month moratorium prohibiting wind generation system installations within the Town of Rotterdam, and scheduling a public hearing thereon.

210.23 To amend Resolution 16.23 of the year 2023, appoint Sarah Morrison to Accountant part-time.

211.23 To Authorize the Supervisor to negotiate and execute an agreement with Comp Alliance.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

MOTION 18.23

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, NY 12306 on Wednesday, June 14, 2023, at 7:00 p.m., the following motion passed:

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add to the agenda resolution number 211.23

SECTION 2. This motion shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County, NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 190.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF MAY 24, 2023

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 May 24, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

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DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 191.23

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR MAY 2023

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **MILLER-HERRERA,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of May 2023, has been placed on file and the town clerk's check in the amount of Nine thousand eighty-six dollars and 75/100 ($9,086.75) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective June 14, 2023

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 192.23

TO APPOINT DONNA LEVASSEUR TO THE POSITION OF ACCOUNT CLERK

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Donna Levasseur, of Schenectady, New York 12303, is hereby appointed and promoted to the position of Account Clerk, probationary, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-four thousand eighty-four and 56/100 ($44,084.56) dollars, commencing June 19, 2023.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 193.23

TO APPOINT BRION DUFEK TO THE POSITION OF SENIOR WASTEWATER TREATMENT PLANT OPERATOR

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **MILLER-HERRERA,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Brion Dufek, of Schenectady, New York 12303, is hereby appointed to the position of Senior Wastewater Treatment Plant Operator, provisional, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-six thousand three hundred thirteen and 63/100 ($56,313.63) dollars, commencing June 19, 2023.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM NY Schenectady County

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 194.23

TO APPOINT NICHOLAS KOSAKOWSKI TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MILLER-HERRERA,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Nicholas Kosakowski, of Schenectady, New York 12304, is hereby appointed to the position of Wastewater Treatment Plant Operator, provisional, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand six hundred fifty-seven and 75/100 ($52,657.75) commencing June 19, 2023.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 195.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A3620 4901	FROM:	Bldg Insp. Bldg Demo	-10,000.00
General	A3620 4305	INTO:	Safety Insp. Auto Repair	+10,000.00
General	A3310 4115	FROM:	Traffic Safety Lights Cones	-3,000.00
General	A7110 4153	FROM:	Parks Improvements	-3,000.00
General	A3310 4111	INTO:	Signs Posts Paint Etc.	+6,000.00
W5	W58320 4880	FROM:	Equip. Maint. & Repair	-10,000.00
W5	W58320 4904	INTO:	Bldg/Grounds Maint. Power	+10,000.00
W5	W583340 4889	FROM:	W5Backfill/Pavement Repair	-311.65
W5	W58340 4010	INTO:	W5 Easements	+311.65

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 2023

NAME	AYES	NOES	ABSTAIN
Christou **(Absent)**			
Miller-Herrera	**X**		
Dodson	**X**		
Mastroianni	**X**		
Collins	**X**		

DRAFT

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 196.23

TO AUTHORIZE THE PURCHASE OF TWO VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS

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 purchase of two 2023 Jeep Compasses for the Department of Public Works, from Joe Cecconi's Chrysler Complex, located at 2380 Military Road, Niagara Falls, New York 14304, with compliance under NYS Vehicle Marketplace, bid 13293 2023, in an amount not to exceed sixty-five thousand seven hundred fifty-one and 00/100 ($65,751.00) dollars.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 197.23

TO NEGOTIATE AND EXECUTE A CONTRACT WITH SANTORE'S WORLD OF FAMOUS FIREWORKS LLC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. To authorize the Supervisor to negotiate and execute a contract with Santore's World of Famous Fireworks, LLC, PO BOX 867 Stillwater NY 12170, in the amount of two thousand five hundred and 00/100 dollars ($2,500.00) to operate a firework display for the Town residents in celebration of National Night on August 1, 2023.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 20233

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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 198.23

TO AUTHORIZE THE SUPERVISOR TO MODIFY THE ADMINISTRATIVE AGREEMENT WITH DELTA DENTAL

WHEREAS, the Town Board of the Town of Rotterdam is a party to an existing agreement (Resolution 349.22) with Delta Dental, for employee healthcare coverage; NOW

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 authorizes the Supervisor to negotiate and execute an amendment to the Delta Dental Administrative Agreement, to allow for a pre-funding of claims, (Appendix A (G)).

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 199.23

TO ALLOW SPOTTED LANTERNFLY TRAPS AT KIWANIS PARK AND MONITORING BY CORNELL UNIVERSITY COOPERATIVE EXTENSION SARATOGA COUNTY

THEREFORE, UPON MOTION OF Supervisor **COLLINS**, 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 approves the request of Cornell University Cooperative Extension Saratoga County, 50 West High Street, Ballston Spa, New York, 12020, to conduct detection and monitoring activities for the spotted lanternfly (*Lycorma deliculata*) at the Kiwanis International Park in Rotterdam from 2023-2027, using a circle trap provided by the NYS Department of Agriculture and Markets, pursuant to the terms and conditions set forth in its request dated May 30, 2023, at no cost to the Town, on the following condition: that Cornell University Cooperative Extension Saratoga County provide proof of insurance covering the subject period and naming the Town of Rotterdam as an additional insured thereunder.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 2023

NAME	AYES	NOES	ABSTAIN
Christou **(Absent)**			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

DRAFT

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Schenectady, County, NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 200.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE MERCURY MINIMIZATION PLAN

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 authorizes the Supervisor to negotiate and execute an agreement with, Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, New York 12203, for professional engineering services to draft and compile the Mercury Minimization Program (MMP) for 2022-2023, required to be submitted to NYSDEC, in an amount not to exceed three thousand two hundred and 00/100 ($3,200.00) dollars.

SECTION 2. This resolution shall become effective June 14, 2023

DATED: June 14, 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 on June 14, 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 June 19, 2023.

TOWN OF ROTTERDAM Schenectady, County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 201.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH C.T. MALE ASSOCIATES FOR LANDFILL MONITORING SERVICES

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with, C.T. Male Associates, located at 50 Century Hill Drive, Latham, New York 12110 for landfill monitoring services at the Town of Rotterdam MSW Landfill, as set forth by NYSDEC, in an amount not to exceed sixteen thousand four hundred sixty and 00/100 ($16,460.00) dollars.

SECTION 2. This resolution shall become effective June 14, 2023

DATED: June 14, 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 on June 14, 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 June 19, 2023.

TOWN OF ROTTERDAM Schenectady County, NY

Diane M. Marco

Diane M. Marco, Town Clerk

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 202.23

TO AUTHORIZE PURCHASE OF CHLORINE GAS

WHEREAS, the publication of a Bid Notice, on BidNet seeking bids for the Town of Rotterdam's purchase of Chlorine gas was published on January 27, 2023; and

WHEREAS, on February 8, 2023 the bids received in response to the Bid Notice were opened; and

WHEREAS, JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236, submitted a bid for Chlorine gas at a price of $400.00 per 150-pound cylinder; and

WHEREAS, by Resolution No. 94.23, the Town Board accepted and awarded a bid for the purchase of Chlorine gas for the Town of Rotterdam to JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236; and

WHEREAS, the Town of Rotterdam has received notification from JCI Jones Chemical that due to raw material cost increases issued by their producers of Chlorine Gas, the price of Chlorine gas increased to $404.00 per 150-pound cylinder; and

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

WHEREAS, given the tight supply and demand constraints in the Chlorine gas industry, the changes in available suppliers, and the frequent changes in price arising from unprecedented market forces outside the Town's control, the Town Board hereby finds it necessary and appropriate to recognize an emergency relating to the purchase of Chlorine gas and that JCI Jones Chemical is still currently the lowest bidder of source thereof, and to authorize the purchase of Chlorine gas at the market price, and finds that based on the foregoing, the purchase of Chlorine gas as authorized by this Resolution is consistent with applicable legal requirements, including under General Municipal Law § 103;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of Chlorine gas from JCI Jones Chemical, located at 176 S Ringling Blvd. Sarasota, Fl 34236, in an amount not to exceed $404.00 per 150-pound cylinder.

DRAFT

SECTION 2. The Town Board reserves all its legal rights with respect to purchasing pursuant to the original contract award pursuant to Resolution 94.23 to the fullest extent. Neither this Resolution 201.23, nor any purchases made pursuant to this Resolution 201.23, shall be deemed as any waiver of any rights, or remedies the Town may have against JCI Jones Chemical or any other supplier of Chlorine gas.

SECTION 3. The Town Board hereby authorizes the Town Supervisor or her designee to execute such documents and instruments as may be necessary to effectuate this Resolution.

SECTION 4. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 203.23

TO RECOGNIZE THE INTRODUCTION OF AN INTRODUCTORY LOCAL LAW OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence, currently known as parcel 2917 Hamburg Street, Tax Map No. 59.19-1-4.1; and

WHEREAS, On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel; and

WHEREAS, Rotterdam Town Code 270-17 4 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing; 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 recognizes the introduction of an Introductory Local Law of 2023 to amend chapter 270, zoning, of the Town Code of the Town of Rotterdam for a change of zone from single-family residential (R-1) to retail business (B-1).

SECTION 2. The Town Board hereby refers this Introductory Local Law of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective June 14, 2023.

DATED: June 14, 2023

NAME	AYES	NOES	ABSTAIN
Christou **(Absent)**			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

DRAFT

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

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DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 204.23

REQUESTING BIDS FOR ROTTERDAM JUNCTION WD 3&4 LEAK DETECTION SURVEY

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 Supervisor to call for bids for Rotterdam Junction WD 3&4 Leak Detection Survey.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Monday, the 10^{h} day of July 2023, at 2:00 P.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:

ROTTERDAM JUNCTION WD 3&4 LEAK DETECTION SURVEY

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
2:00 P.M., MONDAY JULY 10, 2023

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

DRAFT

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

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

DATED: June 14, 2023
BidNet: Please publish on June 16, 2023
Daily Gazette: Please publish once on June 16, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective June 14, 2023

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Schenectady, County, NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 205.23

TO ACCEPT AND AWARD BID FOR 6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, June 6, 2023 posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

6.3MM POLYMER-MODIFIED HOT MIX ASPHALT HIGHWAY RESURFACING

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 does hereby accept and award the bid for 6.3mm Polymer-Modified Hot Mix Asphalt Highway Resurfacing for the Town of Rotterdam to Callanan Industries, Inc., P.O. Box 15097, Albany, NY 12212, at the mutual consent of both the Town and Callanan Industries, Inc.

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

SECTION 3. This resolution shall become effective June 14, 2023.

DATED: June 14, 2023

NAME	AYES	NOES	ABSTAIN
Christou **(Absent)**			
Miller-Herrera	X		
Dodson	X		
Mastroianni	X		
Collins	X		

DRAFT

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 206.23

TO ACCEPT AND AWARD BID FOR MILL & FILL WITH TYPE 3 DENSE BINDER HIGHWAY PAVING

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, June 6, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

MILL & FILL WITH TYPE 3 DENSE BINDER HIGHWAY PAVING

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 does hereby accept and award the bid for Mill & Fill with Type 3 Dense Binder Highway Paving for the Town of Rotterdam to Empire Paving, 1900 Duanesburg Road, Duanesburg, NY 12056, at the mutual consent of both the Town and Empire Paving.

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

SECTION 3. This resolution shall become effective June 14, 2023.

DATED: June 14, 2023

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

DRAFT

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board of the Town of Rotterdam on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 207.23

TO ENTER INTO AN AGREEMENT PURSUANT TO HIGHWAY LAW SECTION 284 FOR TOWN HIGHWAY PAVING FOR 2023

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 passes this resolution authorizing an agreement between the town board and the highway superintendent to establish a paving plan for 2023 and to allow payment for the Town of Rotterdam paving 2023 fiscal year, in accordance with the competitive bidding requirements of the New York State General Municipal Law, in the amount not to exceed $693,770.86 for the roadway paving for the year 2023, leaving a balance of $40,652.59.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

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DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 208.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam desires to review the Town's Zoning Code and land use regulations and to recommend modifications to the local law regarding the installation of Battery Energy Storage Systems within the Town of Rotterdam; and

WHEREAS, changes to said law would permit an enhanced and easily understood code, to achieve the objectives of the Comprehensive Plan and encourage consistent and fair application of laws pertaining to such operations; and

WHEREAS, the Town of Rotterdam wishes to enact a temporary moratorium prohibiting Battery Energy Storage System installations within the Town of Rotterdam, a copy of the proposed local law is attached;

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board recognizes the introduction of Introductory Local Law No. __ of 2023 to establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 5th day of July, 2023 for the following purpose:

DRAFT

To establish a six (6) month moratorium prohibiting battery energy storage system installations within the Town of Rotterdam.

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

DATED: July 14, 2023
Daily Gazette: Please publish once on ~~July~~ June 18, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective July 14, 2023.

DATED: July 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 209.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW NO. __ OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS WITHIN THE TOWN OF ROTTERDAM, AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the Town of Rotterdam desires to review the Town's Zoning Code and land use regulations and to recommend modifications to the local law regarding the installation of Wind Generation Systems within the Town of Rotterdam; and

WHEREAS, changes to said law would permit an enhanced and easily understood code, to achieve the objectives of the Comprehensive Plan and encourage consistent and fair application of laws pertaining to such operations; and

WHEREAS, the Town of Rotterdam wishes to enact a temporary moratorium prohibiting Wind Generation System installations within the Town of Rotterdam, a copy of the proposed local law is attached;

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 recognizes the introduction of Introductory Local Law No. __ of 2023 to establish a six (6) month moratorium prohibiting Wind Generation system installations within the Town of Rotterdam.

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

DRAFT

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 5th day of July, 2023 for the following purpose:

To establish a six (6) month moratorium prohibiting Wind Generation system installations within the Town of Rotterdam.

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

DATED: July 14, 2023
Daily Gazette: Please publish once on June 18, 2023
Town Clerk
Post

SECTION 3. This resolution shall become effective July 14, 2023.

DATED: July 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Schenectady, County, NY

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 210.23

TO AMEND RESOLUTION 16.23 OF THE YEAR 2023
APPOINT SARAH MORRISON TO ACCOUNTANT PART TIME

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

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 (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

DRAFT

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
Accountant – Part Time
Sarah Morrison Hourly Rate $40.00

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

DRAFT

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center 1100 Sunrise Blvd. Rotterdam, New York on Wednesday, June 14, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 211.23

TO AUTHORIZE THE SUPERVISOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH COMP ALLIANCE

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 authorizes the Supervisor to negotiate and execute an agreement with Comp Alliance, USI Insurance Services LLC, located at 855 Route 146 Suite 235, Clifton Park, New York 12065, for Workers Compensation coverage for a participation period of July 1, 2023 through June 30, 2025.

SECTION 2. This resolution shall become effective June 14, 2023.

DATED: June 14, 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 on June 14, 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 June 19, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

DRAFT

RESOLUTION NO. 212.23

TO APPOINT A POLICE OFFICER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Christopher W. Yankowski is hereby appointed to the position of Patrolman 5th, full time, probationary, with full time employee benefits, and subject to pre-employment background checks, at an annual salary of sixty-two thousand nine hundred eighty-seven and 69/100 ($62,987.69) dollars, commencing July 6, 2023.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 23, 2023

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Appoint Christopher W. Yankowski to the position of Police Officer.

TOWN BOARD MEETING: July 5, 2023

Background Information: This Police Officer position has been budgeted and replaces an existing vacancy at the Police Department.

Evaluation/Analysis: Yankowski was chosen from a list of four lateral transfer candidates who were interviewed by a panel of Police Department Command Staff. He subsequently passed a background investigation. Yankowski is transferring from the New York State University Police (Albany).

Recommendation(s): Appoint Christopher W. Yankowski to the position of Patrolman 5th, full time, probationary with full employee benefits, at an annual salary of $62,987.69 effective July 6, 2023.

Attachment/Document(s): Civil service application.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

DRAFT

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

1. Police Officer _____
POSITION TITLE EXAM NUMBER

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

2. Name and Legal Residence

Yankowski Christopher W
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

[redacted]
County City, Town, Village State 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) [redacted]

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Schalmont		

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:	None
Expiration Date:	[redacted]
Endorsements:	None
Class of License:	DM
Is this License Currently Valid	YES ☒ NO ☐

DRAFT

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).*		X
Did you serve in the Armed Forces during any of the following periods:		
February 28, 1961 – May 7, 1975		
August 2, 1990 – end of hostilities		
*Lebanon: June 1, 1983 – December 1, 1987		
*Granada: October 23, 1983 – November 21, 1983		
*Panama: December 20, 1989 – January 31, 1990		
**Credit for Lebanon, Grenada and Panama is limited to those who received the Armed Forces Expeditionary Medal, the Navy Expeditionary Medal, or the Marine Corps Expeditionary Medal.*		
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

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

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		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:	

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School	
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☒ NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Guilderland High School
Equivalency Diploma Number:	6 School Road, Guilderland Center NY 12085

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
SUNY Plattsburgh	151	BS	Nutrition	✓		[redacted]

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]
To:

Employment Details
Your Exact Title: UPO - 1
Name of Your Supervisor: Jeremy Eveleth
Supervisor's Title: Lieutenant
Hours worked / wk. (exclusive of overtime): 40 hrs
Reason for Leaving: Wish to work in community I Live in.

Firm Name: NYSUP - Albany
Firm Address: 1400 Washington Ave ~~Schenectady~~ Albany NY 12222
Description of Duties:
Respond to Criminal & Civil Complaints, and Preform intial investigations to Maintain the Safety and Security of the Campus. Conduct traffic stops and assist with outside agencys as the need arises. Provide Medical aid until emergency Medical Services arrive.

Length of Employment
From: [redacted]
To:

Employment Details
Your Exact Title: Bulk Chain Sales rep
Name of Your Supervisor: Steve Szymbal
Supervisor's Title: Direct. Bulk Chain Sales
Hours worked / wk. (exclusive of overtime): 40 hrs
Reason for Leaving: Offered Police Position at SUNY

Firm Name: DeCrescente Distributing
Firm Address: 211 N. Main St Mechanicville NY 12118
Description of Duties:
Communicated with Store Managers and employees to establish a healthy working relationship. Ensured all Products met the quality and freshness standards set forth by the company

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	United Parcel Service
From: [redacted]	Firm Address:	Kelly Road Latham NY 12110
To: [redacted]	Description of Duties:	Facilitated the movement of Packages from Cargo Plane onto the back of delivery trucks
Employment Details		
Your Exact Title: Package handler		
Name of Your Supervisor: Mike		
Supervisor's Title: Manager		
Hours worked / wk. (exclusive of overtime): 20 hrs		
Reason for Leaving: Offered Position at Decreased rate		

Length of Employment	Firm Name:	Saratoga EOC
From: [redacted]	Firm Address:	39 Bath Street Ballston spa NY 12020
To: [redacted]	Description of Duties:	Planned, Prepared Packages are delivered over 500 lunches to children 2-18 years old in a low income Neighborhood.
Employment Details		
Your Exact Title: Summer lunch Assistant		
Name of Your Supervisor: Kelly		
Supervisor's Title: Community Service coordinator.		
Hours worked / wk. (exclusive of overtime): 20 hrs		
Reason for Leaving: Part-time Summer Position.		

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.

Christopher Yankowski — Signature of Applicant

Christopher Yankowski — Print Name

06/06/2023 — Date

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

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

RESOLUTION NO. 213.23

TO APPOINT NOAH MESSICK TO THE POSITION OF CLEANER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Noah Messick, of Schenectady, New York 12306, is hereby appointed to the position of Cleaner, full time, probationary, 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 July 10, 2023.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 26, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: James Keith, Sr. Building Inspector

TITLE OF REQUEST: Cleaner

TOWN BOARD MEETING: July 5, 2023

Background Information: The town has three (3) buildings that are open to the public. In the past the town hall, police station/courts and senior center all had individual cleaners assigned to them because of the pedestrian/traffic flow that they received.

Evaluation/Analysis: Keeping our public buildings clean and well maintained is important. We need to have an environment that is safe for employees and residents who enter our buildings. It is our obligation to make sure stairwells and hallways are kept free of objects that would limit entry or exit from the building, emergency exit signs and lighting, snow/ice removal from the entrances, disinfection and many other factors to maintain a safe clean building.

Recommendation(s): Hire Noah Messick as a cleaner at an annual salary of $38,991.01. Effective July 10, 2023.

Attachment/Document(s): Civil Service Applications

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

DRAFT

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

1. Cleaner
POSITION TITLE

EXAM NUMBER

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

2. **Name and Legal Residence**

Messick Noah D
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

[redacted]
County City, Town, Village State Zip

Home Phone Number [redacted] 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 ___ - ___ - ____

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	NY	[redacted]	
County of:	Schenectady		
Village of:			
Town of:	Rotterdam		
City of:			
School District	Mohonasen		

5. **Citizenship**

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

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

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

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

Religious ☐ **Military** ☐ **Disability** ☑

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

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

License #:	
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☐ NO ☐

DRAFT

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

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

REMARKS:_____

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

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

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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. Scotia-Glenville

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☑	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Scotia-Glenville - Diploma Graduated - Nichamuna	
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

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

Length of Employment	Firm Name: Green Facility Solution
From: [redacted] Month/Year (mm/yyyy)	Firm Address: Albany, NY
To: [redacted] Month/Year (mm/yyyy)	**Description of Duties:** Clean out waste bins, dispose of trash. Clean & sweep stairwells, vacuum. Clean & restock bathrooms. Shovel and salt steps and entry to building. Dust. Comply with all safety guidelines
Employment Details	
Your Exact Title: Janitor/Cleaner	
Name of Your Supervisor: JEREL JACKSON	
Supervisor's Title: Supervisor	
Hours worked / wk (exclusive of overtime): 25-40	
Reason for Leaving: Still employed	

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

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

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

Noah Messick — Signature of Applicant

Noah Messick — Print Name

6/14/23 — Date

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

DRAFT

RESOLUTION NO. 214.23

TO APPOINT ROOKMIN ABZAL TO THE POSITION OF PAYROLL AUDIT CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Rookmin Abzal, of Schenectady, New York 12306, is hereby appointed to the position of Payroll Audit Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-eight thousand, thirty and 52/100 ($48,030.52) dollars, commencing July 10, 2023.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: 28 June 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Hiring Payroll Audit Clerk

TOWN BOARD MEETING: 5 July 2023

Background Information: Rookmin Abzal is currently processing payroll utilizing MUNIS software for the City of Schenectady as a Payroll Audit Clerk . She has accepted the Payroll Audit Clerk position with the Town of Rotterdam.

Evaluation/Analysis: Rookmin's relevant experience makes her familiar, not only with payroll, but with relevant aspects of municipal operations, including several reporting responsibilities. This familiarity with both the MUNIS software and municipal procedures will allow for a smooth transition into the role with little to no learning curve. At this time, the addition is necessary to maintain our ability to process payroll efficiently and complete all tasks in a timely fashion.

Recommendation(s): Authorize the provisional hiring of Rookmin Abzal to the position of Payroll Audit Clerk.

Attachment/Document(s): Rookmin Abzal civil service application.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

DRAFT

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

Schenectady County

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

APPLICATION FOR EXAMINATION OR EMPLOYMENT

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

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

1. _____ (POSITION TITLE) _____ (EXAM NUMBER)

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

2. Name and Legal Residence

Abzal Rockmin
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

[redacted]
County City, Town, Village State Zip

Home Phone Number [redacted] Cell Phon[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 ___ - ___ - ___

3. Police Officer & Firefighter Candidates Only:

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

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

	Name	Years	Months
State of:	New York	[redacted]	
County of:	Schenectady		
Village of:			
Town of:			
City of:	Schenectady		
School District	Schenectady		

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: [redacted]

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

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

Religious ☐ **Military** ☐ **Disability** ☐

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

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

License #:	
Restrictions:	
Expiration Date:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☐ NO ☐

DRAFT

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?		✓
Did you ever resign from any employment rather than face dismissal?		✓
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		✓
Have you ever been convicted of any crime (felony or misdemeanor)?		✓
Are you now under charges for any crime?		✓
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		✓

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

REMARKS:_____

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

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

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☑	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Saraswoti Vidya Niketan - Guyana	
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
Certified Accounting Training	20		Accounting		✓	
SUNY Schenectady College	70	Yes	Business Administration	✓		[redacted]
Empire State College			Bachelor Business		✓	

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]

To:

Employment Details

Your Exact Title: Payroll Audit Clerk

Name of Your Supervisor: Svitlana

Supervisor's Title: Payroll Manager

Hours worked / wk. (exclusive of overtime): 35

Reason for Leaving: Better Opportunity

Firm Name: City of Schenectady

Firm Address: 105 Jay Street Schenectady NY 12305

Description of Duties:

* Review and process of weekly payrolls.
* Review and process of weekly accruals.
* Enter new hire into system.
* Conduct onboarding papers with new hires.
* Processing of retirement documents.
* Check police Overtime list weekly.
* Answers all related questions to payroll.
* Contact departments in regards to payroll ~~as~~ issue.
* Track and processing payments
* Help out with insurance, etc.

Length of Employment

From: [redacted]

To:

Employment Details

Your Exact Title: Accounts Receivable Spe

Name of Your Supervisor: Marlene

Supervisor's Title: Sr. Accounts Rec. Specialist

Hours worked / wk. (exclusive of overtime): 37.5

Reason for Leaving: Distance from home.

Firm Name: New York State Industries for Disabled

Firm Address: 11 Columbia Dr. Albany

Description of Duties:

* Gather and verify invoices for appropriate documentation prior payment.
* Maintain accounts receivable records to ensure aging is up to date, credits and collections are applied.
* Perform daily cash management duties.
* Monitor and collect accounts receivables by contacting clients via telephone, email and mail.
* Balance bank statement.
* Prepare analytical and ratio-analyses relevant to A/R.

DRAFT

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

Length of Employment	Firm Name:	SUNY Schenectady County Community College
From: [redacted]	Firm Address:	78 Washington Ave., Schenectady NY 12305
To:	Description of Duties:	

Employment Details

Your Exact Title: Student Worker
Name of Your Supervisor: Dacon Jones
Supervisor's Title: Supervisor
Hours worked / wk. (exclusive of overtime): 40
Reason for Leaving: I graduated so had to go work in my field.

- Greet all visitors to the center and determining appropriate resources.
- Answer phone, reply to emails.
- Schedule appointments.
- Help students with Resume.
- Assist students with Career Choice.
- Stuffing folders / marketing materials
- Posting and removing event flyers on campus.

Length of Employment	Firm Name:	Ministry of Finance
From [redacted]	Firm Address:	Main Street, Georgetown, Guyana
To:	Description of Duties:	

Employment Details

Your Exact Title: Accounts Clerk II
Name of Your Supervisor: Shabrand
Supervisor's Title: Accountant
Hours worked / wk. (exclusive of overtime): 40
Reason for Leaving: Migrated.

- Verify and post details about business transactions such as funds received and disbursed and total accounts to ledgers
- Prepare consolidated internal and external financial statements.
- Review and balance internal accounts, analyze variances. Prepare reports.
- Match, batch and code vendor invoices.
- Prepare and interpret financial summaries.
- Participate in month-end close activities.

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.

Rodkmin Abral — Signature of Applicant

Rodkmin Abral — Print Name

06/09/2023 — Date

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

DRAFT

RESOLUTION NO. 215.23

TO APPOINT NOAH BAKER TO THE POSITION OF PARK ATTENDANT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

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 Park Attendant, full time, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-four thousand nine hundred thirty-nine and 14/100 ($44,939.14) dollars, commencing July 10, 2023.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **June 27, 2023**

TO: **Mollie Collins, Town Supervisor**

FROM: **Morgan Coryer, Coordinator of Parks and Senior Programs**

TITLE OF REQUEST: To appoint Noah Baker to the position of Park Attendant.

TOWN BOARD MEETING: To be placed on the Town Board Agenda, and Town Board Meeting of July 5, 2023.

Background Information: Mr. Baker graduated from Mohonasen High School and currently holds the position of Cleaner for the Town of Rotterdam.

Evaluation/Analysis: Mr. Baker is qualified for the open position of Park Attendant within the Parks Dept.

Recommendation(s): To appoint Noah Baker to the position of Park Attendant.

Attachment/Document(s): Civil Service Application and Job Posting.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

DRAFT

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. Park attendant _____
POSITION TITLE

EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

RECEIVED
MAY 30 2023
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

Baker | Noah | M
Last Name | First Name | Middle Initial

[redacted]
Street Address or Road | R.D. # or P.O. Box #

[redacted]
County | City, Town, Village | State | 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.

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

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:	
Endorsements:	
Class of License:	
Is this License Currently Valid	YES ☑ NO ☐

DRAFT

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? This disability must have been incurred during a Time of War period listed above.		
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		
Are you currently a resident of New York State?		

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

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

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

REMARKS:

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

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

DRAFT

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

High School		
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☑	NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	Mohonasen High School	
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

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]

To: [redacted] Month / Year (mm/yyyy)

Employment Details

Your Exact Title: Cleaner

Name of Your Supervisor: James Keith

Supervisor's Title: Senior Inspector

Hours worked / wk. (exclusive of overtime): 40 hr.

Reason for Leaving: -

Firm Name: Town of Rotterdam

Firm Address: 1100 Sunrise Blvd. Schenectady NY 12306

Description of Duties:

- Cleaning town hall daily
- grounds maintenance ie: weed pulling, litter removal
- carpet cleaning
- moving office appliances
- driving garbage bags to designated dumpster
- disinfecting every Friday
- guiding residents to appropriate offices/restrooms
- filling in for other Rotterdam buildings to clean

Length of Employment

From [redacted] /yyyy)

To: [redacted] /yyyy)

Employment Details

Your Exact Title: Cleaner

Name of Your Supervisor: Michael Sherman

Supervisor's Title: head of operations

Hours worked / wk. (exclusive of overtime): 40 hr.

Reason for Leaving: Job opportunity arising

Firm Name: Mohonasen CSD

Firm Address: 2072 curry Rd, Schenectady NY 12303

Description of Duties:

- Daily building cleaning - responding to emergency calls.
- setting up and breaking down cafeteria
- setting up for events
- help moving appliances and storing extra appliances
- assisting with fire drills and lockdowns
- setting up traffic cones
- helping with building maintenance

DRAFT

Length of Employment	Firm Name:	CDYMCA
From: [redacted]	Firm Address:	250 whiting brook Dr. Guilderland NY 12084
To: [redacted] Month/Year (mm/yyyy)	Description of Duties:	

Employment Details

Your Exact Title: GroupLeader

Name of Your Supervisor: Sahara Cutting

Supervisor's Title: Coordinator

Hours worked / wk. (exclusive of overtime): 35

Reason for Leaving: seeking Career change

- Leading large group of school age children
- Setting up tables and activities daily
- Maintaining CCFS and State trainings
- Applying first aid and completing medical reports
- Daily safety inspections for program area

Length of Employment	Firm Name:	Schalmont CSD
From: [redacted]	Firm Address:	100 Princetown Rd. Schenectady NY
To: [redacted] Month/Year (mm/yyyy)	Description of Duties:	

Employment Details

Your Exact Title:

Name of Your Supervisor: Tony Gifford

Supervisor's Title: Principal

Hours worked / wk. (exclusive of overtime): 15hr

Reason for Leaving: Career change

- Supervising students in recess areas
- ensuring safe space
- reporting any injuries or behavior
- situation de-escalating
- writing follow up reports

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.

Noah Baker — Signature of Applicant

Noah Baker — Print Name

05/30/2023 — Date

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

DRAFT

RESOLUTION NO. 216.23

TO TEMPORARILY APPOINT JOSEPH MASTROIANNI AS DEPUTY SUPERVISOR

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 Councilmember Joseph Mastroianni to be temporarily appointed to Deputy Supervisor from July 7, 2023 through July 16, 2023.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 26, 2023

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Temporary Appointment of Deputy Supervisor

TOWN BOARD MEETING: July 5, 2023

Background Information: Currently Mr. C.J. Dodson is the Deputy Supervisor. Both Mr. Dodson and I will be out of the area from July 7, 2023 through July 16, 2023.

Evaluation/Analysis: With both the Supervisor and Deputy Supervisor out of the area during this time, I would request that Mr. Joseph Mastroianni be temporarily appointed to the position of Deputy Supervisor.

Recommendation(s): Appoint Mr. Joseph Mastroianni as temporary Deputy Supervisor.

Attachment/Document(s): N/A

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor

DRAFT

TOWN OF ROTTERDAM

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

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

July 5, 2023

I hereby exercise my power as the Supervisor of the Town of Rotterdam, to appoint Joseph Mastroianni as the temporary Deputy Supervisor for the Town of Rotterdam, New York, pursuant to New York State Town Law, Sections 29 and 42, effective Friday, July 7, 2023 and ending on Sunday, July 16, 2023.

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

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

Mollie A. Collins
Town Supervisor

cc: Diane M. Marco, Town Clerk
Comptroller's Office

DRAFT

RESOLUTION NO. 217.23

TO ENTER INTO AN AGREEMENT WITH NIAGARA MOHAWK FOR THE AUTHORIZATION OF THE HOMETOWN HERO BANNERS PROGRAM TO BE INSTALLED ON UTILITY POLES IN THE TOWN OF ROTTERDAM

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Niagara Mohawk Power Corporation for the purpose of installing and hanging Hometown Hero Banners on utility poles along Curry Road within the Town of Rotterdam.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 21, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Megan Griffin, Confidential Secretary
TITLE OF REQUEST:	Enter into an agreement with Niagara Mohawk/National Grid for the proposed Hometown Hero Banner Program to begin in the Town of Rotterdam
TOWN BOARD MEETING:	July 5, 2023
Background Information:	County Legislator Eric Hess and dozens of residents in the Town have expressed interest in the Hometown Hero Banner program to be available in the Town of Rotterdam. While the City of Schenectady allows any resident of Schenectady County to participate, the Town in itself would like to honor local hometown heroes within the Town to be displayed in Rotterdam.
Evaluation/Analysis:	County Legislator Eric Hess provided information on how to start, run and make this program successful here in the Town of Rotterdam. It requires board approval for the Supervisor to enter into said agreement with Niagara Mohawk/National Grid in order to place the banners on the utility poles. Once approved Niagara Mohawk will then inspect the poles to make sure the brackets for the banners will be appropriate and fit. From there the Banners can be ordered and hung up.
Recommendation(s):	Sign the agreement with Niagara Mohawk to be able to start the process of the Hometown Hero Banner Program in the Town of Rotterdam.
Attachment/Document(s):	Letter of intent from Niagara Mohawk, Agreement, and pole spreadsheet.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

nationalgrid

March 24, 2023

Nicole Pavone
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, NY 12306

Re: Attachments to National Grid Poles

When site conditions permit, National Grid will allow civic organizations and/or municipal corporations to temporarily attach seasonal decorations, announcements, and special event notifications of reasonable size to our facilities. National Grid requires a signed Attachment Agreement be submitted to our office if you plan to install holiday decorations on our poles. An insurance certificate showing proof of public liability and property damage insurance, specifying the amount and duration of coverage, must also be provided. Attachments to jointly owned poles must be approved by the appropriate telephone company in addition to receiving National Grid's approval.

Your written request must include the following information:

- Location of attachments (pole number(s), street names, etc.)
- Date you wish to install decorations
- Date you will remove decorations
- Projected square area of attachment, weight of material, type of material, length of support arm (if applicable)
- Method of attachment to facility
- Name of contact person and phone number
- *Connected wattage at each location
- *Type of controller (time clock, photocell, number of hours of operation)

*For attachments requiring energy from National Grid installed convenience outlets, this information must be furnished to assist in calculating a flat rate bill based on P.S.C. 220, S.C. #2, Non-Demand Rate for the energy used. The flat rate bill will be sent after the termination date given on the Attachment Agreement. Please provide the name of the civic organization or Municipal Corporation responsible for the electric service bill and the contact person and telephone number.

In the event a modification of our facilities is necessary for safety clearances or other installation concerns, associated charges will be your responsibility. Alternate locations will be discussed with you prior to any field changes.

If a proposed attachment requires energy on a pole where a convenience outlet does not exist, one can be installed for you. Charges for these outlets vary depending on the type pole on which it is being installed. Again, the energy used will be billed to you.

Enclosed is an Attachment Agreement. Please complete, sign, and return the Agreement along with your insurance certificate prior to installation.

As a reminder, an Agreement and insurance certificate are also required for <u>any other</u> attachments or the use of convenience outlets at <u>any time</u> throughout the year (i.e., flag attachments, festival, flower baskets (50 lbs including water on Wood poles less for decorative poles), banners, etc. If you have any questions, please feel free to contact me at (518) 571-1335.

Sincerely,
Cassandra Shepard Wachtel
Consumer Representative

1125 Broadway, Albany, NY 12204
C: (518)949-5625 ■ Cassandra.ShepardWachtel@nationalgrid.com

DRAFT

Date: March 24, 2023

NIAGARA MOHAWK

Town of Rotterdam

1100 Sunrise Blvd.

Rotterdam, NY 12306

Dear Sirs/Madams:

In consideration of your permitting the_____ of _____ New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the _____of _____ New York, during the period from _____ to _____, the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said _____ of _____ New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the License shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting therefrom) and damage to

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property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

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Bodily injury - $1,000,000/1,000,000
Property Damage - $1,000,000/1,000,000

OR

Combined Single Limit - $1,000,000

OR

BI & PD per Occurrence - $1,000,000
General Aggregate & Product Aggregate - $2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

_____

_____

By: _____

Approval of the above offer granted
contingent upon receipt of insurance
specified above.

NIAGARA MOHAWK POWER CORPORATION

By: _____

Date: _____

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995

DRAFT

nationalgrid

Schedule of Proposed Temporary Pole Attachments

Organization Name:	Rotterdam Hometown Heroes'					**Contact Name**						
Proposed Temporary Pole Attachments						**Contact Phone**						
Pole No.	**Street Name**	**Date Installed**	**Date Removed**	**Attachment Type**	**Attachment Area**	**Material Weight**	**Material Type**	**Arm Length**	**Attachment Method**	**Energy? (Y or N) Wattage (if Yes)**	**Method of Control**	**Hrs of Operation**
				[banner, lights, basket, etc]	[square ft]	(lbs)		[feet]			(timer, photoeye, etc)	(per day)
1	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
3	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
3 1/2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
4	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
7	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
8	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
9	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
11	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
12	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
13	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
14	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
14 1/2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
15	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
16	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
28	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
29	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
30	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
31	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
34	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA

(duplicate if necessary)

Organization Name:	Rotterdam Hometown Heroes'					Contact Name						
Proposed Temporary Pole Attachments						Contact Phone						
Pole No.	Street Name	Date Installed	Date Removed	Attachment Type [banner, lights, basket, etc]	Attachment Area [square ft]	Material Weight (lbs)	Material Type	Arm Length [feet]	Attachment Method	Energy? (Y or N) Wattage (if Yes)	Method of Control (timer, photoeye, etc)	Hrs of Operation (per day)
35	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
36	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
37	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
38	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
39	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
39 1/2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
42	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
42 1/2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
43	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
44	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
45	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
46	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
47	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
50	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
58	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
59	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
62	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
63	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
68	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
69	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA

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Organization Name:	Rotterdam Hometown Heroes'					Contact Name						
Proposed Temporary Pole Attachments						Contact Phone						
Pole No.	Street Name	Date Installed	Date Removed	Attachment Type [banner, lights, basket, etc]	Attachment Area [square ft]	Material Weight (lbs)	Material Type	Arm Length [feet]	Attachment Method	Energy? (Y or N) Wattage (if Yes)	Method of Control (timer, photoeye, etc)	Hrs of Operation (per day)
70	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
71	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
75	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
76	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
80	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
81	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
82	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
83 1/2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
87	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
88	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
89	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
90	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
91 1/2	Curry Road	07/13/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
92	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
93 1/2	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
94	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
95	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
96	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
98	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
99	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA

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Organization Name:	Rotterdam Hometown Heroes'					Contact Name						
Proposed Temporary Pole Attachments						Contact Phone						
Pole No.	Street Name	Date Installed	Date Removed	Attachment Type	Attachment Area	Material Weight	Material Type	Arm Length	Attachment Method	Energy? (Y or N)	Method of Control	Hrs of Operation
				[banner, lights, basket, etc)	[square ft]	(lbs)		[feet]		Wattage (if Yes)	(timer, photoeye, etc)	(per day)
100	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
103	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
104	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
105	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA
106	Curry Road	07/10/23	10/13/23	Banner	3.75	4	Vinyl	20"	SS Band	N	NA	NA

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RESOLUTION NO. 218.23

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 GIS/MAPS/LOCATION WORKER

WHEREAS, on June 22, 2023, the Schenectady County Civil Service Commission voted to establish the title of GIS/MAPS/LOCATION WORKER in the Town of Rotterdam in the 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 authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of GIS/MAPS/LOCATION WORKER, 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 July 5, 2023

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 23, 2023

TO: Town Board

FROM: Mollie Collins, Town Supervisor

TITLE OF REQUEST: Establish the Position of GIS/MAPS/LOCATION Worker

TOWN BOARD MEETING: July 5, 2023

Background Information: On June 22, 2023, the Schenectady County Civil Service Commission voted to establish the title of GIS/MAPS/LOCATION worker in the Town of Rotterdam in the competitive class of the civil service.

Evaluation/Analysis: Establishing the position of GIS/MAPS/LOCATION worker would increase the productivity of the Department of Public Works. The position would provide the information needed to assist in all aspects of water/sewer maintenance, stormwater management, storm and catch basins and capital projects including all water/sewer infrastructure work.

Recommendation(s): Establish the position GIS/MAPS/LOCATION worker.

Attachment/Document(s): Job Duties of the GIS/MAPS/LOCATION worker, Minutes of June 22, 2023 Civil Service Commission Meeting

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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GIS/MAPS/LOCATION WORKER

Distinguishing Features of the Class: This position exists in the Department of Public Works and involves the responsibility for locating and mapping water mains, hydrants, hydrant valves, isolation valves, curb boxes, catch basins, storm water mains, drainage inlets and outfalls, sewer mains (gravity/force mains) and sewer manholes. This information will be input to GIS, ArcGIS and SIMS. Paper maps (water, sewer, storm, etc.) will be digitalized, cataloged and archived in digital folders. This position also locates any utility lines as required by Dig Safely New York. The work is performed under the direction of the Department Head for Public Works.

Typical Work Activities:

- Prepares written plans and documents for development of GIS and CAD systems.
- Coordinates with state and regional agency officials for GIS expansion and development.
- Plans and executes the digitalization of paper maps.
- Names, numbers and inventory of all paper and digitalized maps to archive files.
- Enters into GIS mapping water mains, hydrants, hydrant valves, isolation valves, curb boxes, catch basins, storm water mains, drainage inlets and outfalls, sewer mains (gravity/force mains) and sewer manholes.
- Evaluates GIS software and hardware.
- Marks locations for any utility lines as required by Dig Safely New York.
- Exports/Imports GIS data to/from field devices (tablets)
- Creates shape files for mapped entities to State Plane Coordinate System and/or SIMS
- Does related work as required.

Full Performance Knowledge, Skills, Ability and Personal Characteristics:

Thorough knowledge of Geographic Information Systems including proficiency with ArcGIS. Knowledge of CAD systems. Good knowledge of the methods and procedures of interpreting and transferring field data in a clear and concise manner to maps and other visual media. Good quantitative and analytical skills and the ability to understand and follow complex oral and written instructions. Proficient with GPS Location equipment (Leica/Trimble).

Minimum Qualifications:

(A) Graduation from a regionally accredited or registered New York State College or University with an Associate's Degree in Planning, Drafting, Urban Geography, Geographic Information Systems, Civil Engineering Technology or a related field and two (2) years' experience.

(B) Graduation from a high school or high school equivalency diploma and four (4) years' experience in a related field as stated in (A).

Adopted

CSC 6/22/23

JC: COMPETITIVE

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MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
June 22, 2023

Present:

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

Chairperson Dagostino called the meeting to order at 1:00.

All Commissioners were present for the meeting.

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

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

Mr. Nebolini moved, and Mrs. Dagostino seconded, and the Commission unanimously voted to approve the minutes of May 16, 2023.

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

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

Position	Jurisdiction	Classification
Account Clerk	Town of Rotterdam	Competitive
Anti-Violence Coordinator	City of Schenectady-Police	Competitive
Court Clerk	Town of Niskayuna	Exempt*
Eligibility Clerk (3)	County – Social Services	Competitive
Financial Crime Analyst	County – District Attorney	Competitive
GIS/ Maps/Location Worker	Town of Rotterdam	Competitive
Groundsworker (6)	Schenectady City School District	Non-Competitive
Information Processing Specialist IV	Schenectady City School District	Competitive
Maintenance Mechanic (Mason)	Schenectady City School District	Non-Competitive
Occupancy Specialist II	Municipal Housing Authority	Competitive

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School Monitor (4)	Duanesburg School District	Non-Competitive
Security Monitor (2)	Niskayuna School District	Competitive
Senior Public Health Sanitarian	Schenectady County	Competitive
Student Engagement & School Attendance Specialist (4)	Schenectady City School District	Competitive
Turf Manager	Schenectady City School District	Competitive
Wastewater Treatment Plant Mechanic (Town)	Town of Rotterdam	Competitive
Water Treatment Plant Operator Trainee (2)	Town of Niskayuna	Competitive

*pending class

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following job specification:

Title	Requested by:
Anti-Violence Coordinator	City of Schenectady
Financial Crime Analyst	County
GIS/Maps/Location Worker	Town of Rotterdam
Occupancy Specialist II	Municipal Housing Authority
Turf Manager	Schenectady City School District
Wastewater Treatment Plant Mechanic (Town)	Town of Rotterdam

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

Title	Requested by:
Automotive Mechanic	County - DEPW
Eligibility Clerk	County – Social Services
Equipment Operator/Plant Mechanic	Town of Niskayuna
Innovation and Performance Specialist	City of Schenectady
Mail Clerk	SUNY SCCC
Patrol Officer	Schenectady County
Patrol Officer (Spanish Speaking)	Schenectady County
Patrol Officer (Part-Time)	Schenectady County
Payroll Coordinator	Schenectady City School District
Police Officer	City of Schenectady Town of Niskayuna Town of Glenville Town of Rotterdam Village of Scotia
Police Officer (Spanish Speaking)	City of Schenectady Town of Niskayuna Town of Glenville Town of Rotterdam Village of Scotia
Purchasing Aide	County - Purchasing

DRAFT

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Police Chief, City of Schenectady, to remove Naomi Hughes from eligibility list #69-877 for the position of Police Officer pursuant to §50(4) of the Civil Service Law and Rule IX of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Commissioner of Social Services to place the Deputy Commissioner of Social Services position in the Non-Competitive PI/C classification.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to waive the residency requirement for the position of Code Enforcement Officer (City). The Mayor would like to open the examination to residents of Schenectady County.

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to waive the residency requirement for the position of PC Support Specialist. The Mayor would like to open the examination to residents of contiguous counties.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to waive the residency requirement for the position of Innovation and Performance Specialist. The Mayor would like to open the examination to residents of Schenectady County.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Supervisor, Town of Rotterdam, to transfer Christopher Yankowski from the New York State University Police to the Town of Rotterdam as a Police Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Director of Human Resources, Niskayuna Central School District, to deem the eligible list #66-694B established on 12/8/22 for SUNY Schenectady County Community College appropriate for filling a vacancy in the Niskayuna School District.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Commission of Planning, Schenectady County Department of Planning and Economic Development, to promote Stephen Feeney to the position of Senior Planner 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. Feeney has qualified on a similar examination and no further examination will be required.

Ms. Biittig referred to the attached list of examinations.

The next regularly scheduled meeting will be held on <u>Tuesday, July 18, 2023</u> at 1:00 pm.

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

DRAFT

adjourn the meeting.

Respectfully Submitted,

Joe McQueen
Secretary of the Civil Service Commission

By:

Barbara Leonard
Personnel Technician

DRAFT

RESOLUTION NO. 219.23

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 WASTEWATER TREATMENT PLANT MECHANIC

WHEREAS, on June 22, 2023, the Schenectady County Civil Service Commission voted to establish the title of Wastewater Treatment Plant Mechanic in the Town of Rotterdam in the 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 authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the position of Wastewater Treatment Plant Mechanic, 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 July 5, 2023

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 23, 2023

TO: Town Board

FROM: Mollie Collins, Town Supervisor

TITLE OF REQUEST: Establish the Position of Wastewater Treatment Plant Mechanic

TOWN BOARD MEETING: July 5, 2023

Background Information: On June 22, 2023, the Schenectady County Civil Service Commission voted to establish the title of Wastewater Treatment Plant Mechanic in the Town of Rotterdam in the competitive class of the civil service.

Evaluation/Analysis: Establishing the position of Wastewater Treatment Plant Mechanic would increase the productivity of the Department of Public Works – especially the Water/Sewer Maintenance Department and the Wastewater Treatment Plant. The position would provide mechanical assistance in the running of the wastewater treatment plant and assist the water/sewer maintenance in the operation of the sewer lift stations throughout the town.

Recommendation(s): Establish the position Wastewater Treatment Plant Mechanic.

Attachment/Document(s): Job Duties of the Wastewater Treatment Plant Mechanic, Minutes of June 22, 2023 Civil Service Commission Meeting

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

DRAFT

WASTEWATER TREATMENT PLANT MECHANIC (TOWN)

DISTINGUISHING FEATURES OF THE CLASS: This position exists in the Department of Public Works and involves the responsibility for inspecting, maintaining, repairing and installing mechanical, electromechanical, pneumatic and/or hydraulic equipment at the plant and/or sewage pump stations in a safe manner. The work is performed under the direct supervision of the Department Head for Public Works with leeway given for carrying out the details of the work. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Inspects and performs mechanical, electrical, hydraulic or pneumatic troubleshooting to determine repairs needed regardless of complexity;
- Estimates time and material costs for assigned projects;
- Dismantles equipment to gain access to and repairs defective parts using hand tools, power tools and precision measuring and testing devices;
- May fabricate devices and assemblies from steel;
- May weld, thread pipe and solder using gas and electric equipment;
- Re-assembles and tests equipment ensuring safe and efficient operation condition is restored;
- Practices good housekeeping in assigned area and properly disposes of waste according to safety and environmental policies;
- Inspects flow meters, gauges, flow ratios, remote terminal units, telemetry systems, SCADA, pressures and related controls on instrument panels, computer terminals and programmable logic control units and diagnoses basis operational problems;
- Takes corrective action per procedure in assigned area;
- Verifies and reports suspected malfunctions and variances to supervisor;
- Performs facility maintenance and repair and may replace or install damaged glass, windows, doors, partitions, ceiling or floor tile, door locks, carpet and/or paint;
- Performs preventative maintenance, lubrication and minor adjustments on machines and related equipment which may include pumps, engines, centrifuges, generators, valves, gates, mixers, conveyors, blowers, dryers, chemical feed and odor control, vacuum filters and belt presses and related equipment at wastewater treatment plant and sewage pump stations.
- Promptly reports any operational problems with machines or equipment needing warranty or outside work to supervisor;
- Performs manual labor including cleaning equipment, facilities and grounds as required at treatment plant and sewage pump stations and properly disposes of waste according to safety and environmental policies;
- Operates vehicles for plant and sewage pump stations operational purposes;
- May assist with maintaining parts, spares and maintenance inventory;
- May assist in other areas of the plant and sewage pump stations as directed;
- May assist with orienting or training new or less experienced maintenance personnel;
- Performs call outs (24/7) for sewage pump station alarms, troubleshoots issues and implements corrective actions to place stations back in service.
- Solicits quotes from vendors to order new/replacement equipment pursuant to procurement policy.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS: Mechanical aptitude with the ability to read, interpret, and record data from meters, gauges, panels, computer consoles and other equipment; ability to efficiently maintain, install and repair a variety of equipment which may include pumps, engines, generators, valves, gates, mixers, conveyors, blowers, chemical feed and odor control, disinfection equipment, vacuum filters and belt presses and related wastewater treatment pump station equipment; ability to use precision measuring devices, testing equipment and shop tools such as drill press, band saw, bench grinder and torque wrench; ability to inspect and diagnose process problems in multiple unit processes, troubleshoot mechanical, electro-mechanical, hydraulic or pneumatic equipment and take corrective action within policy and procedure limitations; ability to accurately estimate time and material costs for assigned projects; ability to read, write and comprehend English; proficiency in the care and use of all site specific, facility required PPE, including respirators, gas detectors, confined space equipment, etc.; ability to perform tasks in an accurate and timely manner; ability to operate computer software system; ability to work in a team environment.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency diploma and two (2) years of experience as a mechanic or mechanical experience in a wastewater treatment/sewage pumping facility.

SPECIAL REQUIREMENTS: (AT THE TIME OF APPOINTMENT)

Possession of a valid New York State Driver's License and must maintain such license throughout duration of appointment.

Adopted
CSC 06/22/23

JC: COMPETITIVE

DRAFT

MEETING MINUTES
SCHENECTADY COUNTY
CIVIL SERVICE COMMISSION
June 22, 2023

Present:

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

Chairperson Dagostino called the meeting to order at 1:00.

All Commissioners were present for the meeting.

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

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

Mr. Nebolini moved, and Mrs. Dagostino seconded, and the Commission unanimously voted to approve the minutes of May 16, 2023.

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

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

Position	Jurisdiction	Classification
Account Clerk	Town of Rotterdam	Competitive
Anti-Violence Coordinator	City of Schenectady-Police	Competitive
Court Clerk	Town of Niskayuna	Exempt*
Eligibility Clerk (3)	County – Social Services	Competitive
Financial Crime Analyst	County – District Attorney	Competitive
GIS/ Maps/Location Worker	Town of Rotterdam	Competitive
Groundsworker (6)	Schenectady City School District	Non-Competitive
Information Processing Specialist IV	Schenectady City School District	Competitive
Maintenance Mechanic (Mason)	Schenectady City School District	Non-Competitive
Occupancy Specialist II	Municipal Housing Authority	Competitive

DRAFT

School Monitor (4)	Duanesburg School District	Non-Competitive
Security Monitor (2)	Niskayuna School District	Competitive
Senior Public Health Sanitarian	Schenectady County	Competitive
Student Engagement & School Attendance Specialist (4)	Schenectady City School District	Competitive
Turf Manager	Schenectady City School District	Competitive
Wastewater Treatment Plant Mechanic (Town)	Town of Rotterdam	Competitive
Water Treatment Plant Operator Trainee (2)	Town of Niskayuna	Competitive

*pending class

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously voted to adopt the following job specification:

Title	Requested by:
Anti-Violence Coordinator	City of Schenectady
Financial Crime Analyst	County
GIS/Maps/Location Worker	Town of Rotterdam
Occupancy Specialist II	Municipal Housing Authority
Turf Manager	Schenectady City School District
Wastewater Treatment Plant Mechanic (Town)	Town of Rotterdam

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

Title	Requested by:
Automotive Mechanic	County - DEPW
Eligibility Clerk	County – Social Services
Equipment Operator/Plant Mechanic	Town of Niskayuna
Innovation and Performance Specialist	City of Schenectady
Mail Clerk	SUNY SCCC
Patrol Officer	Schenectady County
Patrol Officer (Spanish Speaking)	Schenectady County
Patrol Officer (Part-Time)	Schenectady County
Payroll Coordinator	Schenectady City School District
Police Officer	City of Schenectady Town of Niskayuna Town of Glenville Town of Rotterdam Village of Scotia
Police Officer (Spanish Speaking)	City of Schenectady Town of Niskayuna Town of Glenville Town of Rotterdam Village of Scotia
Purchasing Aide	County - Purchasing

DRAFT

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Police Chief, City of Schenectady, to remove Naomi Hughes from eligibility list #69-877 for the position of Police Officer pursuant to §50(4) of the Civil Service Law and Rule IX of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Commissioner of Social Services to place the Deputy Commissioner of Social Services position in the Non-Competitive PI/C classification.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to waive the residency requirement for the position of Code Enforcement Officer (City). The Mayor would like to open the examination to residents of Schenectady County.

Mr. Ackerman moved, and Mrs. Dagostino seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to waive the residency requirement for the position of PC Support Specialist. The Mayor would like to open the examination to residents of contiguous counties.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Mayor, City of Schenectady, to waive the residency requirement for the position of Innovation and Performance Specialist. The Mayor would like to open the examination to residents of Schenectady County.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Supervisor, Town of Rotterdam, to transfer Christopher Yankowski from the New York State University Police to the Town of Rotterdam as a Police Officer in accordance with Rule XVII of the Schenectady County Civil Service Rules.

Mr. Ackerman moved, and Mr. Nebolini seconded, and the Commission unanimously approved the request from the Director of Human Resources, Niskayuna Central School District, to deem the eligible list #66-694B established on 12/8/22 for SUNY Schenectady County Community College appropriate for filling a vacancy in the Niskayuna School District.

Mrs. Dagostino moved, and Mr. Ackerman seconded, and the Commission unanimously approved the request from the Commission of Planning, Schenectady County Department of Planning and Economic Development, to promote Stephen Feeney to the position of Senior Planner 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. Feeney has qualified on a similar examination and no further examination will be required.

Ms. Biittig referred to the attached list of examinations.

The next regularly scheduled meeting will be held on **Tuesday, July 18, 2023** at 1:00 pm.

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

DRAFT

adjourn the meeting.

Respectfully Submitted,

Joe McQueen
Secretary of the Civil Service Commission

By:

Barbara Leonard
Personnel Technician

DRAFT

RESOLUTION NO. 220.23

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***
HWY	DA5130 4145	FROM:	Hwy Machinery Repair	-2,000.00
HWY	DA5130 4709	INTO:	Hwy Machinery Misc. Exp.	+2,000.00

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: **June 29, 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 July 5, 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 July 5, 2023 and approve the transfer.

Attachment/Document(s): Memo from Larry LaMora.

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

DRAFT

Memorandum

To: Mollie Collins, Supervisor

From: Larry Lamora, Highway Superintendent

Subject: Budget Transfer

Date: June 21, 2023

Please transfer the following funds to cover 2023 expenses:

From: DA5130-4145 Hwy Machinery Repair	**Amount: $2,000.00**
To: DA5130-4709 Hwy Machinery Misc. Exp.	**Amount: $2,000.00**

Thank you,

Larry Lamora
Highway Superintendent

Cc: Marcus Montgomery
Paul Sebesta

DRAFT

RESOLUTION NO. 221.23

TO ACCEPT CERTAIN REAL ESTATE PARCELS FROM SCHENECTADY COUNTY

WHEREAS, on June 13, 2023 the Schenectady County Legislature voted and passed resolution 110-23, regarding the conveyance of certain property to the Town of Rotterdam for community purposes; and

WHEREAS, the County Manager is authorized to form and execute a contract and all other necessary documents for the purchase and sale of the following real estate to be transferred at no cost to the Town of Rotterdam:
S/B/L - 28.-3-10 - River Road,
S/B/L - 38.-2-3 - W. Campbell Road,
S/B/L- 58.20-2-1 -Guilderland Avenue,
S/B/L-59.11-10-19-Circle Drive,
S/B/L - 59.14-9-39.11 -Rensselaer Avenue; **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 excepts real estate parcels S/B/L - 28.-3-10 - River Road, S/B/L - 38.-2-3 - W. Campbell Road, S/B/L- 58.20-2-1 - Guilderland Avenue, S/B/L-59.11-10-19-Circle Drive, and S/B/L - 59.14-9-39.11 -Rensselaer Avenue, from the Schenectady County Legislature for a purchase and sale of no cost to the Town of Rotterdam.

SECTION 2. This resolution shall become effective July 5, 2023

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 21, 2023

TO: Mollie Collins – Town Supervisor

FROM: Peter Comenzo – Sr. Planner PC

TITLE OF REQUEST: Acceptance of five (5) properties from Schenectady County to be deeded to the Town of Rotterdam

TOWN BOARD MEETING: July 5, 2023

Background Information: Schenectady County has offered the Town five (5) properties that have recently been obtained through tax foreclosure.

Evaluation/Analysis: The five (5) properties in question either border existing Town property, are currently maintained by the Town, or can be beneficial to the Town. The parcels are as follows:

Parcel #	Location
28.-3-10	River Road
38.-2-3	W. Campbell Road
58.20-2-1	Guilderland Avenue
59.11-10-19	Circle Drive
59.14-9-39.11	Rensselaer Avenue

Recommendation(s): Adopt a resolution authorizing the Town Supervisor to enter a contract for acquisition of the aforesaid parcels and to execute all necessary documents for transfer to the Town of Rotterdam.

Attachment/Document(s): Schenectady County Resolution 110-23
Maps of parcel locations

Compliance with Purchasing Policy: N/A

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

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

DRAFT

RESOLUTION 110-23

Sponsored by Legislator Hughes:

A RESOLUTION REGARDING THE CONVEYANCE OF CERTAIN PROPERTY TO THE TOWN OF ROTTERDAM FOR COMMUNITY PURPOSES

BE IT ENACTED by the Legislature of the County of Schenectady, as follows:

WHEREAS, the Director of the Real Property Tax Service Agency recommends by memorandum dated May 16, 2023 that the following real properties be transferred to the Town of Rotterdam:

S/B/L – 28.-3-10 – River Road
S/B/L – 38.-2-3 – W. Campbell Road
S/B/L – 58.20-2-1 – Guilderland Avenue
S/B/L – 59.11-10-19 – Circle Drive
S/B/L – 59.14-9-39.11 – Rensselaer Avenue

; and

WHEREAS, the Director of the Real Property Tax Service Agency advises that the aforesaid parcels either border existing Town property, are maintained by the Town, or can be beneficial to the residents of the Town; and

WHEREAS, the County Manager by memorandum dated June 2, 2023 recommends the transfer of the aforesaid real properties to the Town of Rotterdam; now, therefore, be it

RESOLVED, that the County Manager be and he hereby is authorized, after approval of the County Attorney as to form and content, to execute a contract for the purchase and sale of real estate for the aforesaid parcels, and to execute all other necessary documents for the quitclaim conveyance of the aforesaid real properties to the Town of Rotterdam at no cost.

DRAFT

6/5/2023:		*Reported from the Committee on Economic Development and Planning (EDP10)*
		Reported from the Committee on Ways and Means
6/13/2023:		*Adopted by the County Legislature*
Ayes:	12.0045	(Cuomo, Fields, Gatta, Hess, Hughes, Jasenski, McGill, Ostrelich, Patierne, Ruzzo, Samuel, Vellano)
Nays:	0.0000	
Absent:	0.0000	
Abstain:	0.0000	
Excused:	2.9955	(Constantine, Frisoni, Pratt)

Resolution 110-23

STATE OF NEW YORK }
County Legislature }
County of Schenectady }

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held June 13, 2023 on file in this office, and I do HEREBY CERTIFY the same to be a correct transcript there from in the whole of the original.

WITNESS my hand and the seal of the Schenectady County Legislature at the City of Schenectady this 14th day of June, Two Thousand Twenty-Three.

Geoffrey T. Hall, Clerk,
Schenectady County Legislature

DRAFT

Peter Comenzo

From: Paul G. Romano <Paul.Romano@schenectadycountyny.gov>
Sent: Wednesday, June 14, 2023 2:51 PM
To: Peter Comenzo
Cc: James Keith; Mollie Collins; Charles Jack Dodson; Lisa Gallo; Mary Barrie; Courtney E. Heinel
Subject: RE: Land on Circle Drive
Attachments: Resolution 110-23.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Peter,
The County approved the transfer of the 5 properties discussed at last nights legislature meeting. Attached is the resolution. If you need anything else to move it forward on your end let me know.
Thanks,
Paul

Paul G. Romano, CCD, Director
Real Property Tax Service Agency
County of Schenectady
620 State Street 3rd Floor
Schenectady, NY 12305
Ph. (518) 388-4691

From: Peter Comenzo <pcomenzo@rotterdamny.org>
Sent: Wednesday, May 31, 2023 12:27 PM
To: Paul G. Romano <Paul.Romano@schenectadycountyny.gov>
Cc: James Keith <jkeith@rotterdamny.org>; Mollie Collins <mcollins@rotterdamny.org>; Charles Jack Dodson <cjdodson@rotterdamny.org>; Lisa Gallo <lgallo@rotterdamny.org>; Mary Barrie <MBarrie@rotterdamny.org>; Courtney E. Heinel <CHeinel@rwgmlaw.com>
Subject: RE: Land on Circle Drive

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Paul:

The Town will gladly accept all of the parcels noted below. Appreciate all of your assistance.

Once approved by the County Legislature, please send me the paperwork so I can get the Town Board to act at their July meeting.

Thanks
Peter

Peter Comenzo - Senior Planner
Town of Rotterdam

DRAFT

1100 Sunrise Boulevard
Rotterdam, NY 12306
Phone # 518-355-7575 Extension 338
Fax # 518-355-2725

e-mail: pcomenzo@rotterdamny.org

town website: www.rotterdamny.org

From: Paul G. Romano <Paul.Romano@schenectadycountyny.gov>
Sent: Wednesday, May 31, 2023 9:16 AM
To: Peter Comenzo <pcomenzo@rotterdamny.org>
Cc: James Keith <jkeith@rotterdamny.org>; Mollie Collins <mcollins@rotterdamny.org>; Charles Jack Dodson <cjdodson@rotterdamny.org>; Lisa Gallo <lgallo@rotterdamny.org>; Mary Barrie <MBarrie@rotterdamny.org>; Courtney E. Heinel <CHeinel@rwgmlaw.com>
Subject: RE: Land on Circle Drive

Hi Peter,

The county would like to move forward with deeding these properties over to the town. We are looking to add it to our June legislative meeting on Tuesday June 13th. Please confirm the parcels you are willing to accept are:

28.-3-10 River Rd
38.-2-3 W. Campbell Rd.
58.20-2-1 Guilderland Ave.
59.11-10-19 Circle Dr.
59.14-9-39.11 Rensselaer Ave.

Thanks,
Paul

Paul G. Romano, CCD, Director
Real Property Tax Service Agency
County of Schenectady
620 State Street 3rd Floor
Schenectady, NY 12305
Ph. (518) 388-4691

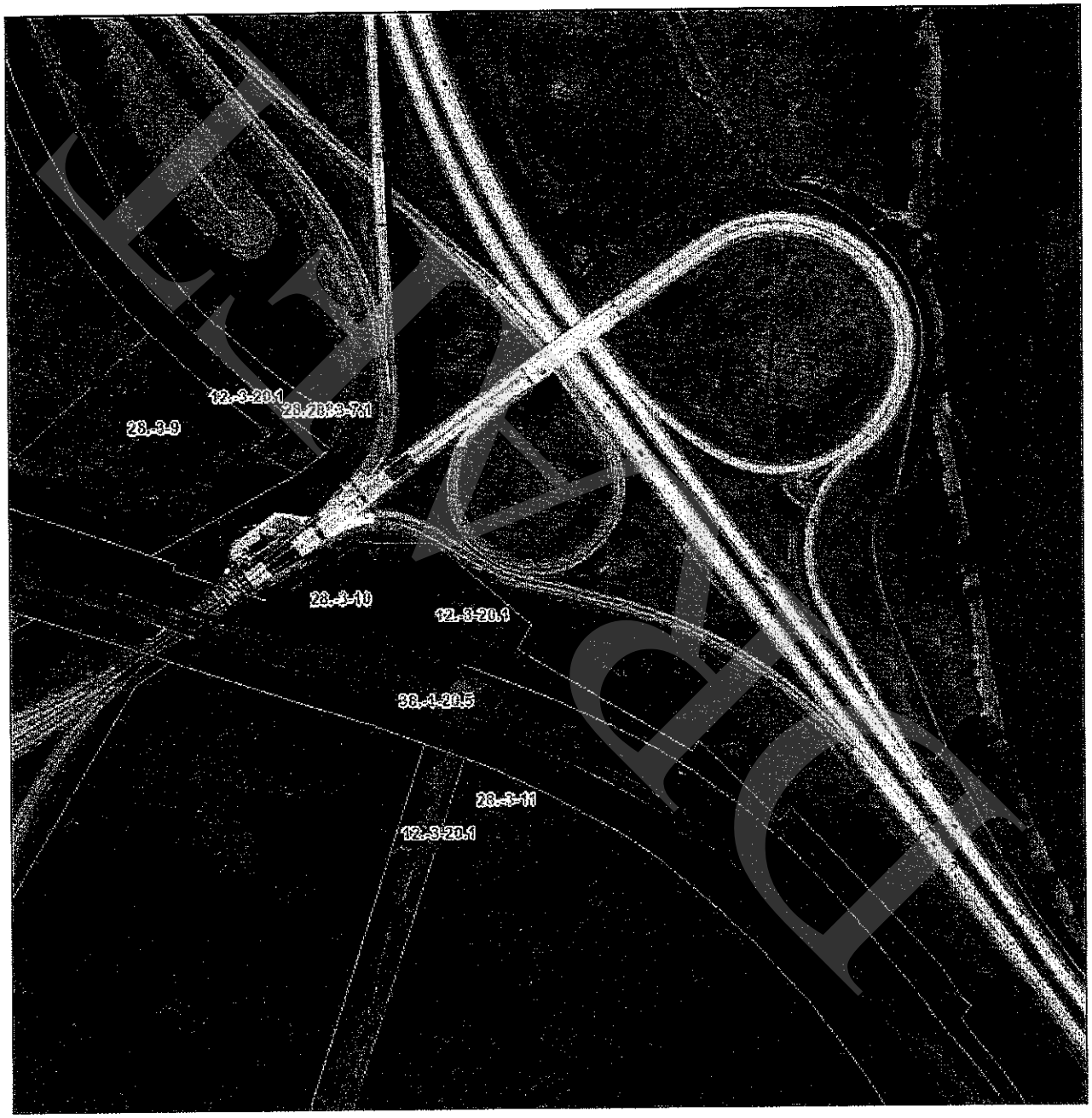
From: Peter Comenzo <pcomenzo@rotterdamny.org>
Sent: Wednesday, March 15, 2023 4:01 PM
To: Paul G. Romano <Paul.Romano@schenectadycounty.com>
Cc: James Keith <jkeith@rotterdamny.org>; Mollie Collins <mcollins@rotterdamny.org>; Charles Jack Dodson <cjdodson@rotterdamny.org>; Lisa Gallo <lgallo@rotterdamny.org>; Mary Barrie <MBarrie@rotterdamny.org>; Courtney E. Heinel <CHeinel@rwgmlaw.com>
Subject: RE: Land on Circle Drive

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

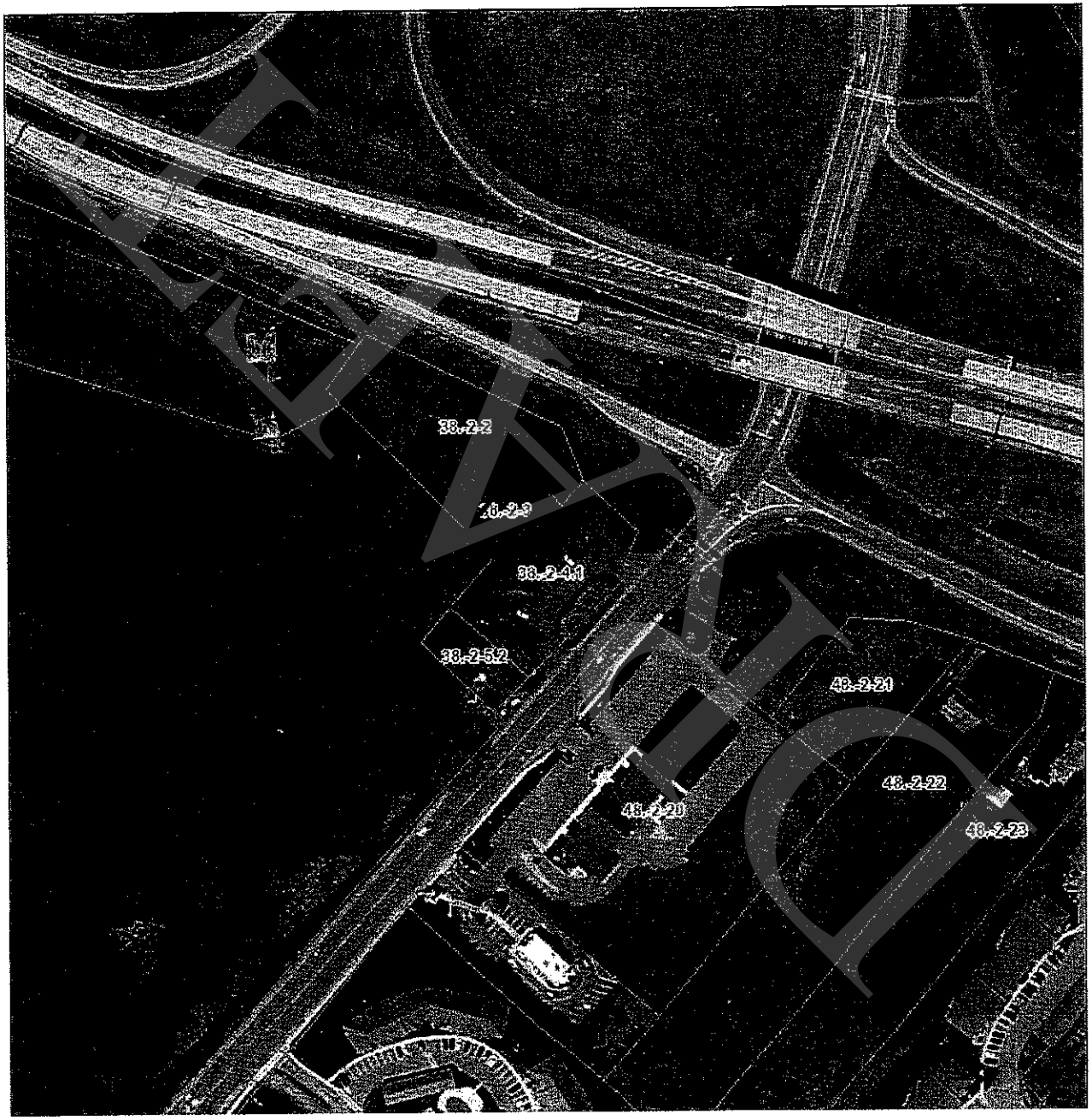
Paul:

DRAFT

28.-3-10 - Exit 26 \ River Rd.

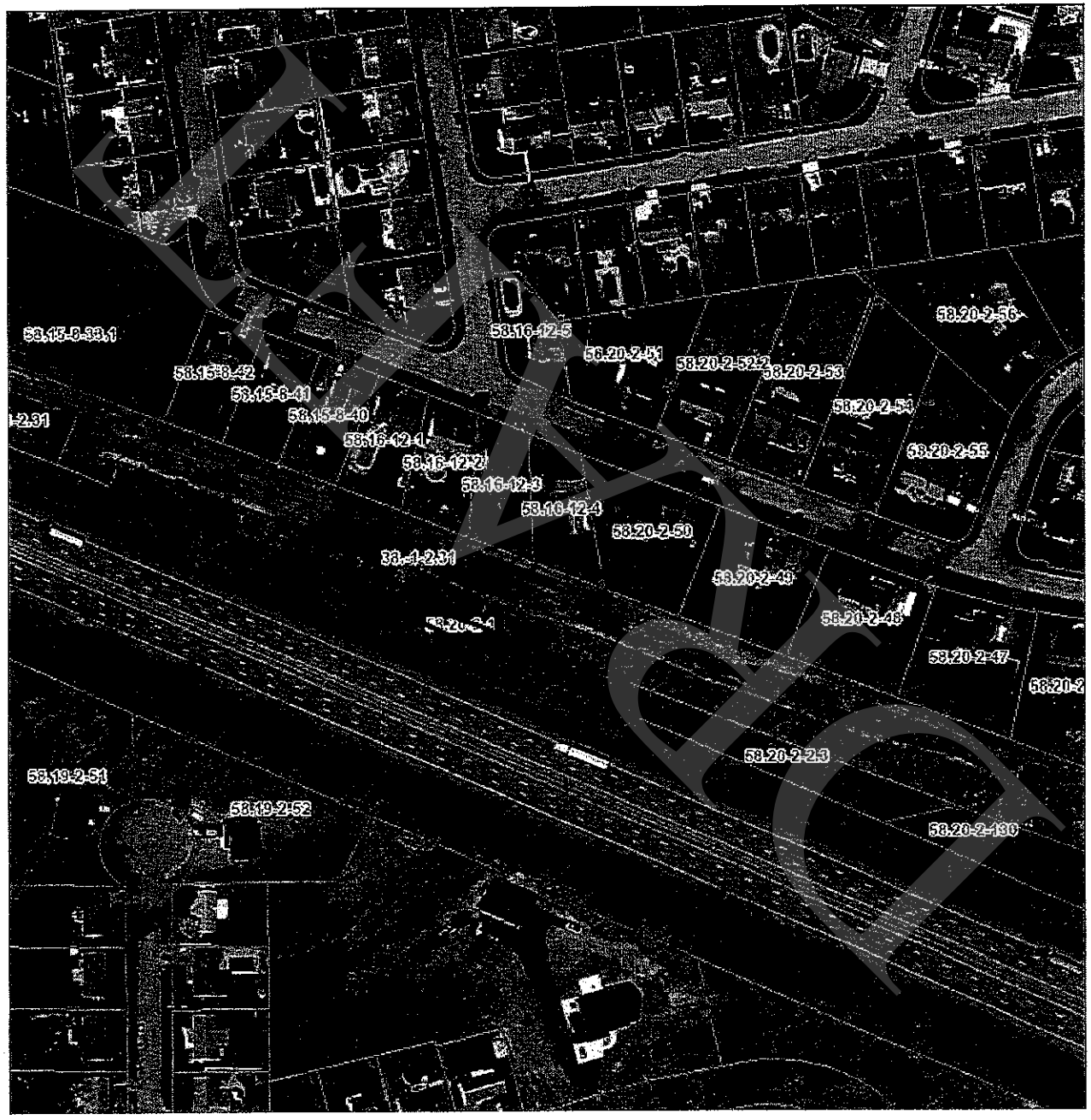


38.-2-3 W Campbell Grat Flats Nature Trail



DRAFT

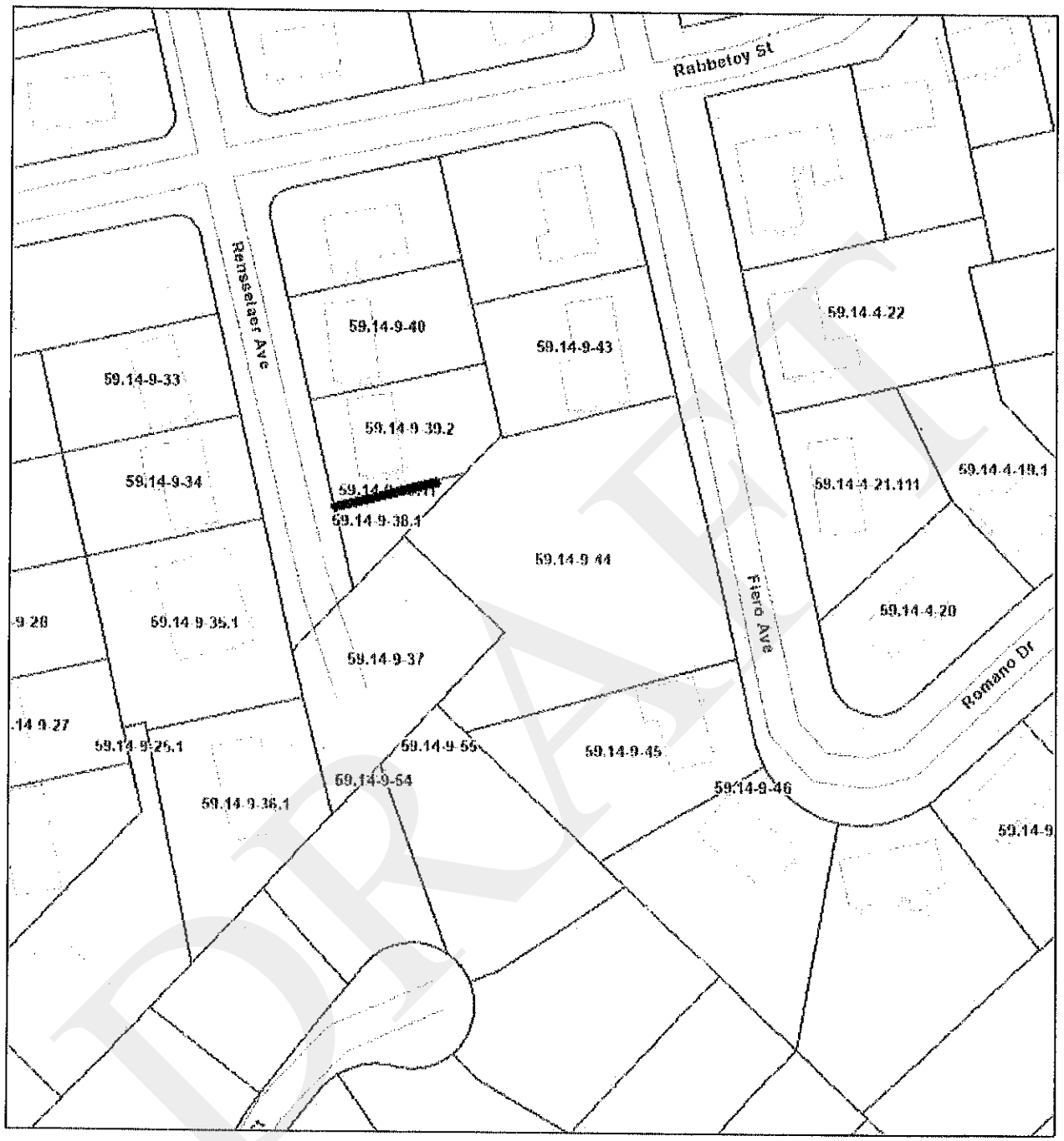
58.20-2-1 Cindy Crest Buffer



59.11-10-19 Circle Drive Coldbrook



59.14-9-39.11 Rensselaer Ave Fiero Park



May 31, 2023

1:1,527

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.06 km

Override 1

Parcels

Parcel Labels

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA NPS, US Census Bureau, USDA

River Road Ext 26

This map and information is provided as is. We make no warranties or guarantees, expressed or implied

DRAFT

RESOLUTION NO. 222.23

TO AUTHORIZE CHANGE ORDER NO. 1 WITH AMZ CONSTRUCTION SERVICES INC. FOR THE SALT STORAGE PROJECT

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 AMZ Construction Services Inc., located at 1234 Main Street, PO Box 232, Rotterdam Junction, NY 12150, for the Salt Storage Project, for supply labor and material, for a cost increase of forty-four thousand eight hundred twenty eight and 93/100 ($44,828.93) dollars, and a new contract sum totaling one million, six hundred fifteen thousand, one hundred twenty eight and 93/100 ($1,615,128.93) dollars.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 29, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Authorize Change Order #2 for AMZ Construction Services, Inc. for Supply & Labor Materials
TOWN BOARD MEETING:	July 5, 2023
Background Information:	The Salt Storage Facility, Project No. 904.35.002, general construction contract with AMZ Construction Services, Inc. for a total project cost of $1,570,300.00.
Evaluation/Analysis:	Change Order #2 needs to be authorized by the Town Board for a cost increase of $41,752.86.
Recommendation(s):	Authorize the Supervisor to sign Change Order #2 for the general construction contract with AMZ Construction Services, Inc. for supply and labor materials for a cost increase of $44,828.93, not to exceed $1,615,128.93 in total project costs.
Attachment/Document(s):	Change Order #2 for AMZ Construction Services, Inc. dated June 27, 2023, Description or materials and work, quotes for materials.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance: June 29, 2023		Effective Date:	June 29, 2023
Owner:	Town of Rotterdam, New York	Owner's Contract No.:	Contract No. 1
Contractor:	AMZ Construction Services, Inc.	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.035.002
Project:	Salt Storage & Yard Waste Processing Facility	Contract Name:	General Construction

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

Description: Supply labor and material to install 5/8" plywood, underlayment, and metal siding panels to match the roof panel size and profile along with standard flashing and trims for installation. Remove Duratemp siding and associated painting.

Attachments: *Change Order Proposal Dated 6/27/2023*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 1,570,300.00	Original Contract Times: Substantial Completion: May 31, 2023 Ready for Final Payment: July 30, 2023 dates
Increase/Decrease from previously approved Change Orders No. 1 to No. 1: $ 0.00	Increase/Decrease from previously approved Change Orders No. 1 to No. 1: Substantial Completion: 93 Ready for Final Payment: 93 days
Contract Price prior to this Change Order: $ 1,570,300.00	Contract Times prior to this Change Order: Substantial Completion: September 1, 2023 Ready for Final Payment: October 31, 2023 dates
Increase of this Change Order: $ 44,828.93	Increase/Decrease of this Change Order: Substantial Completion: 10 Ready for Final Payment: 10 days
Contract Price incorporating this Change Order: $ 1,615,128.93	Contract Times with all approved Change Orders: Substantial Completion: September 11, 2023 Ready for Final Payment: November 10, 2023 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Staff Engineer	Title	Title Vice President
Date: June 29, 2023	Date	Date 6/29/2023

Approved by Funding Agency:

By: _____ Date:

Title: _____

DRAFT

AMZ Construction Services, Inc.
1234 Main Street
PO Box 232
Rotterdam Junction NY 12150
518-887-2919

Change Order

Order#: 2

Order Date: 05/05/2023

To: Town of Rotterdam
1100 Sunrise Blvd
Rotterdam NY 12306

Project: 102022
Salt Storage - Rotterdam
Across from 24 West Cambell Road
Rotterdam NY 12306

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Metal Siding Panels,Underlayment and Trims	15,769.30
5/8" Wall Sheathing	3,337.20
Additonal Labor to Install Metal Siding Panels	24,799.20
Manlifts	4,688.00
Credit for Necessary Painting of Duratemp	-6,540.00
Credit for Duratemp Material	-5,005.00
Overhead 10%	3,704.87
Profit 10%	4,075.36

Notes

Supply labor and material to remove the Duratemp siding and install 5/8" plywood, MetShield Synthetic Underlayment for separation between plywood and metal siding panels. Metal siding panels to match the roof panel size and profile along with standard flashing and trims for installation. This work will require an additional 10 working days to complete. Labor rates are based on rates from 7/1/23 - 6/30/24.

Breakdown of cost:

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **44,828.93**

The original Contract Sum was	1,570,300.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	1,570,300.00
The Contract Sum will be changed by this Change Order	44,828.93
The new Contract Sum including this Change Order will be	1,615,128.93
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

DRAFT

Description of Work **Amount**

- Metal siding panels, underlayment and trims: $15,769.30

- 5/8" plywood: $3,337.20

Additional labor to install metal siding panels:
- (1) Carpenter Foreman 1 EA x $650.32 (Day) x 10 (Days) = $6,503.20
- (1) Foreman Truck Rental and Fuel 1 EA x $50.00 (Day) x 10 (Days) = $500.00
- (3) Carpenters 3 EA x $593.20 (Day) = $1,779.60 x 10 (Days) = 17,796.00

Manlifts
- 65' Manlifts - 2 EA @ $1,994.00 (week) x 2 (weeks) = $3,988.00
- Fuel for Manlifts - $70.00 per day x 10 days = $700.00

Total Cost for Metal Siding - $48,593.70

CREDIT for painting of Duratemp: ($6,540.00)
CREDIT for Duratemp material: ($5,005.00)
Total Credits - ($11,545.00)

Total Costs ($48,593.70) less Total Credits (-$11,545.00) = $37,048.70
+ 10% Overhead - $3,704.87
+ 10% Profit - $4,075.36
Total Change Order = $44,828.93

DRAFT

QUOTE

ERIE MATERIALS
BUILDING PRODUCT SOLUTIONS

Erie Materials
99 Railroad Ave
Albany, NY 12205
518-454-0080

QUOTE NO.	5364
DATE	5/3/2023
CUSTOMER ID	ERIE
EXPIRATION DATE	6/3/2023

System:	DMC 100NS
Gauge:	24
Panel Width:	12"
Color:	Galvalume+

RLS Metal Systems
1-888-757-6382

SALESPERSON	CONTRACTOR	PROJECT	PO NUMBER
AC	AMZ Construction	Rotterdam Sit	

Item	Description	Qty	Rate	Total
100NS1224	DMC 100NS 12" x 1" - 24 gauge Snap Lock Panel / LF - (Full panel cut sheet available on request.)	2,300	5.12	11,780.60
76132	6" J - Channel / 10' length	42	19.24	808.24
CUSFLASH	Custom Sill Flashing from 12" stock / 10' length	10	32.32	323.17
CUSFLASH	Custom Truss Step Flashing from 12" stock / 10' length	16	32.32	517.07
67524	3" Offset Cleat / 10' length	26	12.54	325.95
CS1010-S	1" Pan Head Woodscrew - Stainless Steel / piece	5,000	0.24	1,200.00
DBBT78	Double Bead Butyl Tape / piece	8	14.61	116.88
PR1	1/8" x #43 Rivet - color match / piece	200	0.18	36.00
APS500	Translucent Sealant / per tube	6	13.18	79.10
METSYN	MetShield Synthetic Underlayment - 48" / 10 sq. roll	3	194.10	582.29
NOTES-	Quote for Both gable end walls above concrete level and around door opening.			
WTW	Weather Tight Warranty (WTW) pricing is not included in this quote. If WTW is required there would be additional costs depending on warranty required.			

TOTAL	**$15,769.30**
~~TAX 1,264.54~~	~~$17,030.84~~

Quotation prepared by: Michael Shaul - Ext. 700 - mshaul@rlsmetal.com

This is a quotation on the goods named, subject to the conditions noted below: Price includes delivery to jobsite. All confirmed orders are final and can not be cancelled once materials are secured or production started.

Note
Customer/Contractor responsible for moving and stacking panels as manufactured at jobsite.

www.rlsmetal.com

THANK YOU FOR YOUR BUSINESS!

DRAFT

LITTLE FALLS LUMBER CO INC. (5000)
SCHENECTADY BRANCH
PO BOX 248
LITTLE FALLS NY 13365
518-372-5476
Fax: 518-372-0805

QUOTE

2304-265249

SOLD TO	JOB ADDRESS
AMZ CONSTRUCTION SERVS INC PO BOX 232 1234 MAIN STREET ROTTERDAM JUNCTION NY 12150	AMZ CONSTRUCTION SERVS INC PO BOX 232 1234 MAIN STREET ROTTERDAM JUNCTION NY 12150 518-887-2919

ACCOUNT	JOB
L3338	0
CREATED ON	04/26/2023
EXPIRES ON	05/06/2023
BRANCH	5000
CUSTOMER PO#	
STATION	GJB
CASHIER	GJB
SALESPERSON	GJB
ORDER ENTRY	GJB
MODIFIED BY	

Hours; Mon-Fri 7am-4:00pm
ALL DELIVERIES WILL NOW BE
SUBJECT TO A FUEL SURCHARGE

Item	Description	D	Quantity	UM	Price	Per	Amount
4858T	4X8 5/8" RATED SHEATHING		72	EACH	46.3500	EACH	3,337.20

SIGNATURE ACKNOWLEDGES ACCEPTANCE OF TERMS AND CONDITIONS.
TERMS SHALL BE NET 30 DAYS FORM THE DATE OF THE INVOICE. INTEREST WILL BE CHARGED AT A RATE OF 2% PER MONTH.
RET'D GOODS ARE SUBJECT TO A 20% HANDLING CHARGE

SC3 8.00%
EXE: 14-740026K

Subtotal	
Sales Tax	
Total	

Buyer:

Signature

DRAFT

SUNBELT RENTALS

PC#: 0287
272 WOLF RD
LATHAM, NY 12110 4805
TELEPHONE: 518-452-0440

SUNBELT RENTALS, INC.
Salesman: 028713 HOOVER, DEBRA (287)

Typed By: MSPORDER

Job Site:
ROTTERDAM SALT STORAGE
26 W CAMPBELL RD
ROTTERDAM, NY 12306 6802

C#: J#: 518-376-9424

Customer: 765977
AMZ CONSTRUCTION SERVICES, INC
PO BOX 232
ROTTERDAM JUNCTION, NY 12150

QUOTE

Contract #.. 140588722
Contract dt. 6/09/23
Date out.... 6/19/23 8:00 AM
Est return.. 7/17/23 8:00 AM
Job Loc..... 26 WEST CAMPBELL ROAD, ROTTERDAM
Job No..... ROTTERDAM SALT STORA
P.O. #.....
Ordered By.. ZAPPIA, JOSH
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	65' STR MANLIFT W/JIB 0580626	574.00	574.00	997.00	2350.00	2350.00
1.00	65' STR MANLIFT W/JIB 0580626	574.00	574.00	997.00	2350.00	2350.00

*** EQP MSG ***
* Familiarization of the equipment stated on this contract has been offered to the customer.
* All required manuals are provided with the equipment stated on this contract.
* OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occupants to wear Personal Fall Protection connected to the designated platform anchorage points. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals.
* If the users of this equipment have any questions contact Sunbelt Rentals.

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	136.500	136.50
1	ENVIRONMENTAL ENVIRONMENTAL/HAZMAT FEE 2133XXX0000	EA	91.640	91.64
	DELIVERY CHARGE			350.00

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

Continued on the next page...

DRAFT

PC#: 0287
272 WOLF RD
LATHAM, NY 12110 4805
TELEPHONE: 518-452-0440

SUNBELT RENTALS, INC.
Salesman: 028713 HOOVER, DEBRA (287)

Typed By: MSPORDER

Job Site:
ROTTERDAM SALT STORAGE
26 W CAMPBELL RD
ROTTERDAM, NY 12306 6802

C#: J#: 518-376-9424

Customer: 765977
AMZ CONSTRUCTION SERVICES, INC
PO BOX 232
ROTTERDAM JUNCTION, NY 12150

QUOTE

Contract #.. 140588722
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Job No..... ROTTERDAM SALT STORA
P.O. #.....
Ordered By.. ZAPPIA, JOSH
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	PICKUP CHARGE					350.00
				Sub-total:		5628.14
				Tax:		450.25
				Total:		6078.39

All amounts are in USD

DRAFT

Nic@amzinc.net

From: Quality Painters & Decorators, Inc. <qualitypainters@nycap.rr.com>
Sent: Thursday, April 27, 2023 14:42
To: Nic@amzinc.net
Subject: RE: Rotterdam Salt - Change Order

Nicholas,

Delete finishing of exterior wood siding and associated trim on the gable ends.

Deduct six thousand five hundred forty dollars ($6,540.00).

If you have any questions, please call.

Kurt Jordan
Vice President
Quality Painters & Decorators, Inc.
4654 State Highway 30
Amsterdam, NY 12010
Phone: 518.842.5447
Fax: 518.842.5533

From: Nic@amzinc.net <Nic@amzinc.net>
Sent: Thursday, April 27, 2023 9:10 AM
To: 'Quality Painters & Decorators, Inc.' <qualitypainters@nycap.rr.com>
Cc: josh@amzinc.net; 'Cassandra Ramos' <cassandra@amzinc.net>; annalisa@amzinc.net
Subject: Rotterdam Salt - Change Order
Importance: High

Good morning, Kurt.

For the Rotterdam Salt Storage project the owner has asked for a proposal on replacing the exterior painted plywood siding on the gable ends with a metal siding system to match the roof.

Are you able to provide the credit amount for the removal of item 4 – Paint/stain exterior wood siding.

Thank you, Sir.

Cook, Nicholas A.
AMZ Construction Services, Inc.
1234 Main Street
Rotterdam Jct. NY, 12150
tel 518.887.2919
amzinc.net

tapinsStale Dev Hapmen t
Certified MVvBE
AVsTVIII-Ownfif Jiiunru Enfigrew

DRAFT

LITTLE FALLS LUMBER CO INC. (5000)
SCHENECTADY BRANCH
PO BOX 248
LITTLE FALLS NY 13365
518-372-5476
Fax: 518-372-0805

QUOTE

2207-246919 R2

SOLD TO
Cash Sales

JOB ADDRESS
ALL BIDDERS ROTTERDAM SALT STORAGE NY

ACCOUNT	JOB
CASH	0
CREATED ON	07/12/2022
EXPIRES ON	07/22/2022
BRANCH	5000
CUSTOMER PO#	
STATION	GJB
CASHIER	GJB
SALESPERSON	
ORDER ENTRY	GJB
MODIFIED BY	GJB

Hours: Mon-Fri 7am-4:00pm
ALL DELIVERIES WILL NOW BE SUBJECT TO A FUEL SURCHARGE

Item	Description	D	Quantity	U/M	Price	Per	Amount
QUOTE	5/8" DURATEMP		65	EACH			5,005.00

SIGNATURE ACKNOWLEDGES ACCEPTANCE OF TERMS AND CONDITIONS. TERMS SHALL BE NET 30 DAYS FORM THE DATE OF THE INVOICE. INTEREST WILL BE CHARGED AT A RATE OF 2% PER MONTH.
RET'D GOODS ARE SUBJECT TO A 20% HANDLING CHARGE

Subtotal	
Sales Tax	
Total	

Buyer:

Signature

DRAFT

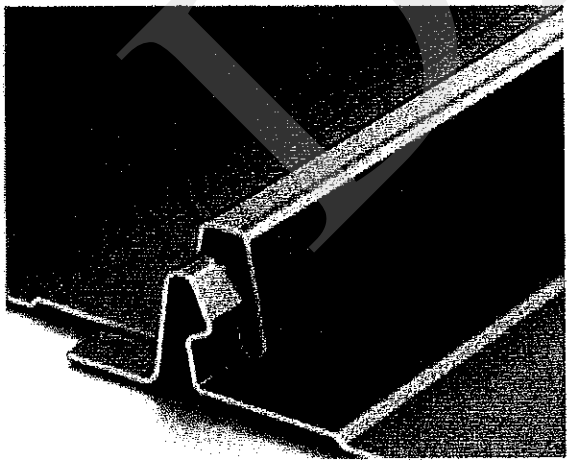
DMC 100NS PROFILE

DrexelMetals
Roofing Systems + Custom Fabrication



DRAFT

IDEAL APPLICATION
RESIDENTIAL



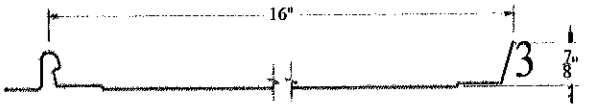
Our DMC 100NS profile offers unlimited design potential with its sleek, crisp appearance and attractive shadow lines. Eliminating the need for metal roof clips, the concealed 1" self-locking Snap Lock system creates a powerfully protective seal. Versatile and refined, this easy-to-install metal roof delivers superior beauty, durability and strength while showcasing architectural details.

1234 GARDINER LANE, LOUISVILLE, KY 40213 | 888-321-9630 TOLL-FREE | 502-690-6174 FAX | DREXELMETALS.COM

©2016 Drexel Metals, Inc. All rights reserved. Galvalume® is a registered trademark of BIEC International, Inc. Drexlume™ is a trademark of Drexel Metals, Inc. ENERGY STAR name and logo are registered U.S. marks and are owned by the U.S. government. Colors shown represent the actual color as closely as possible. To ensure exact color for final approval, a metal color chip is available. Warranty statements mentioned are outlines: complete Limited Warranty information is available on request. No other warranty expressed or implied is applicable.

DMC 100NS PROFILE

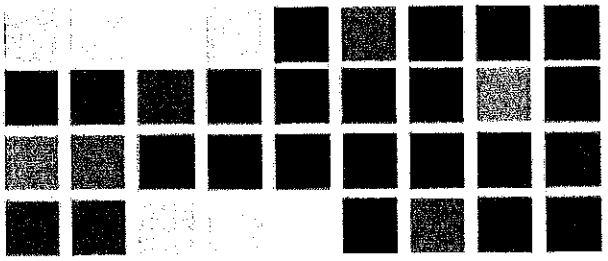
DrexelMetals
Roofing Systems + Custom Fabrication



AVAILABLE WIDTHS

16"

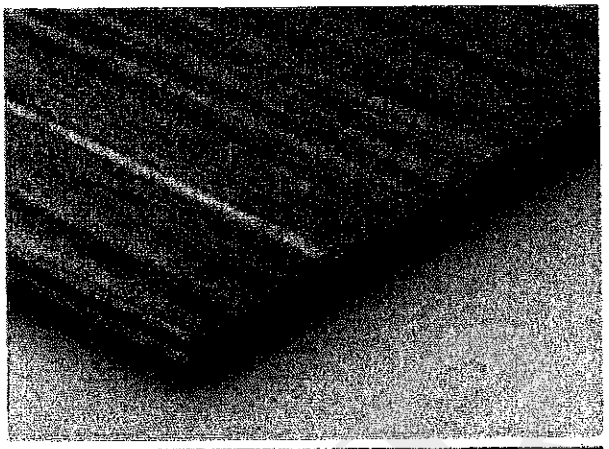
*Drexel Metals design pressures, wind uplifts and test reports are for specific deck attachments, material gauges, clip spacing and panel widths. A complete specification and listing is available online at www.drexelmetals.com



SUBSTRATES AVAILABLE

- Galvalume® – 24ga and 26ga
- Drexlume® – 24ga
- Aluminum – .032"

valspar



FINISHES AND PRODUCT WARRANTY:

Available in a variety of coatings and colors by Valspar. See the Drexel Metals color card for standard colors and paint specifications.

GALVALUME® SUBSTRATE - 35 YEAR WARRANTY

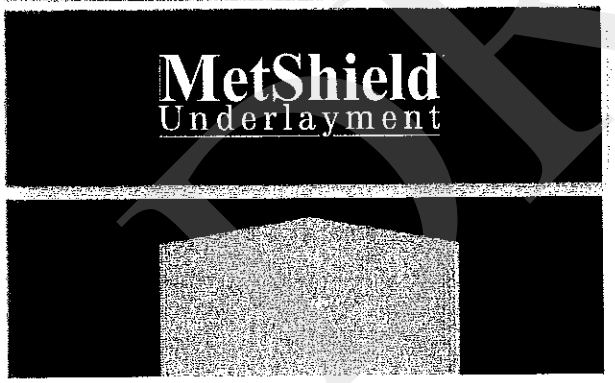
35 YEAR NON PRO-RATED PVDF PAINT WARRANTY
High-performance painted metal roofing product, carefully tensioned leveled for superior flatness.

ALUMINUM SUBSTRATE - 35 YEAR WARRANTY

35 YEAR NON PRO-RATED PVDF PAINT WARRANTY
High-performance painted metal roofing product, carefully tensioned leveled for superior flatness.

DREXLUME® SUBSTRATE - 25 YEAR WARRANTY

Mill finished Galvalume® with a two-sided, clear acrylic finish.



PRODUCTION OPTIONS

Factory made or field rolled to exact lengths
Optional: striation, beads, pencil ribs

INSTALLATION

Can be installed over plywood decking and Drexel Metals MetShield® underlayment.

SLOPE

Minimum slope 3:12

MINIMUM ROOF PITCH

3:12 – low roof pitch

Testing in accordance with

CLASSIFIED UL

TESTING

- UL 580 Wind Uplift (Class 90)
- UL 2218 Class 4 Hail Impact
- UL 263 Fire Certification
- UL 790 Class A Fire Rating
- UL Environmental – SRI Third-Party Verified
- Florida Building Code Approved

DRAFT

Synthetic Underlayment Applications



MetShield® Synthetic roof underlayments are among the safest, strongest, and best-performing roof underlayments on the market. Woven of heavyweight polymer fabric, MetShield® Synthetic offers superior strength and durability, dynamic steepslope traction, water resistance, a wrinkle-free surface, and resistance to UV-breakdown. The textured woven fabric surface offers dynamic traction and is ideal for steep slopes in a variety of weather conditions. MetShield® Synthetic is rated for commercial and residential applications using plastic caps and roofing nails (3/8" head), and is an ideal roof underlayment for asphalt shingles, metal, tile, slate, and a variety of other sloped roofing materials.

It's also available with the best printing in the industry, DM-ARM custom printing (additional fee applies – 36 roll minimum).

Features and Benefits

Safer: Skid-resistant polymer coating and proprietary Fiber Claw™ walking surface offers dynamic steep slope traction.

Stronger: MetShield® Synthetic is stronger than Type 15 or 30 felt and resistant to tearing and stretching around fasteners in high traffic areas or during high winds.

Lighter: MetShield® Synthetic is lighter than Type 15 or 30 felt and easier to handle during all stages of installation.

Simpler to Apply: MetShield® Synthetic installs quickly, easily and with less risk. It's lighter, stronger and covers more area. Won't buckle, warp, or crack: Superior lay-flat properties and water resistance keeps MetShield® Synthetic from warping, wrinkling, and cracking in cold weather.

- Roll Size: 48" x 250'
- 35-Year Warranty
- Up to 6 month UV exposure
- Use 3/8" Roofing Nails instead of plastic caps:
  - MetShield Synthetic: 51 per SQ
  - Brand X – 180 per SQ
  - That's 129 less fasteners and SAVES LABOR!

Code and Standards

- ASTM D 226, Type II
- ICC-ES AC 207
- CSA A 123.3
- ASTM E 108 / UL790 Assembly – Class A
- CSA A 220.1

Product Specifications

Property	Test Method	Typical
Tensile Strength	ASTM D146-04 (lb/in)	MD113
		CD100
Tear Resistance	ASTM D1922-00 (g)	MD >3200
		CD > 3200
Rupture Resistance	ASTM D3462-.02	87
Bench Puncture	ICC AC-08	Pass
Long Term Sag	ICC AC-08	Pass
Liquid Water Transmission	ASTM D4869-02	Pass
Ultra Violet Aging	ICC AC 207	Pass
Accelerated Aging	ICC AC 207	Pass

Test Data is based on average results and should not be considered or interpreted asminimum or maximum values. Values are typical data and not limiting.

Installation

Before Installing MetShield® Synthetic: Ensure the roof deck or substrate is properly fastened, has no significant delamination, warpage, bowing or separation from the rafters, trusses or support structures and is free of debris, clean and smooth before the underlayment is applied. MetShield® Synthetic shall be installed using compatible materials and conform to best building practices. Verify the application is compliant with applicable building codes.

MetShield® Synthetic Underlayment

MetShield® Synthetic is not designed or intended to be the final or primary roof. Consult with your local Drexel Metals sales representative for further information. As with all roofing materials, always observe safe roofing practices (OSHA) and local building and safety codes. Use caution when walking or standing on MetShield® Synthetic. Moisture, dust, snow, ice, debris and other job-site conditions may change the coefficient of friction of MetShield® Synthetic. Failure to use proper safety equipment and footwear can result in serious injury or death.

Installation General: Fastening methods and materials should conform to best building practices and local job-site conditions. Verify final application to be compliant with the requirements of applicable building codes. Verify compatibility according to geographical region, structure type and roof specification with applicable building codes and/or by review of a building professional. Install MetShield® Synthetic print side up, horizontal (parallel) to the eave, with minimum 4 inch (102 mm) horizontal laps and 6 inch (152mm) vertical laps. Overlaps shall run with the flow of water in a shingling fashion.

Installation Guidelines and 35-Year Limited Warranty:

- Minimum finished roof slope is 2:12 (17%) for MetShield® Synthetic. In the cases where the roof pitch is less than 2:12 use MetShield® High Temp Peel and Stick by Drexel Metals. For roof slopes greater than 2:12 (17%) and less than 4:12 (33%), laps shall be increased to 25 inches (635 mm).
- In jurisdictions where the use of MetShield® Synthetic in valley applications is permitted by local building codes, Drexel Metals recommends that MetShield® Synthetic be applied as a valley liner in accordance with applicable building codes and industry standards/guidelines. Woven or closed-cut valleys are not recommended.
- Extend MetShield® Synthetic one inch past gable/rake edge, turn down over edge, fasten approximately 4 inches on center and cover with code-compliant flashing prior to the installation of the final roof covering.

Short-Term Exposure:

- For short-term exposure (less than 24 hours before the primary roof installation is completed) without exposure to precipitation or high wind (any signs of underlayment uplifting), corrosive-resistant fasteners may be used to nominally attach the underlayment only as necessary to prevent distortion around fasteners in high traffic areas. The final roof covering will permanently affix the underlayment in place.

Two to 29-Day Exposure:

- Applications that are not immediately covered (within 24 hours) by the primary roof covering or are subject to basic wind speeds (fastest mile) in excess of 90 miles per hour (145 km/hour, Uniform Building Code) or basic wind speeds (3-second gust) in excess of 110 miles per hour (177 km/hour, International Residential Code and International Building Code) shall be attached using corrosive resistant mechanical fasteners, spaced 8 inches (203 mm) on center along both horizontal and vertical laps and 24 inches (610 mm) on center along the center of the roll in the field of the roof.

Thirty to 180-Day Exposure:

- For underlayment applications that are not covered by the primary roof covering within 30 days and/or for applications in high wind (any signs of underlayment uplifting) zones, lap widths shall be doubled and fastening frequency increased to 4 inches (10.2 cm) on center for horizontal and vertical laps and 24 inches (61 cm) on center along the center of the roll. Additionally, it is recommended that a caulk or sealant material(1) be applied between laps before fastening to prevent moisture ingress in areas of high wind. For a primary roof covering requiring attachment through a batten system, the underlayment need only be preliminarily attached pending attachment of battens or counter battens. Battens or counter battens shall not be secured directly over raised fasteners, including plastic capped roofing nails.

Repairs:

Repair damage to the underlayment with caulk or sealant material maintaining a water-tight seal around the damaged area and proper overlaps to run with the flow of water in a shingling fashion. Ensure any incorrectly applied fasteners are caulked and/or sealed to prevent possible moisture ingress.

Precautions:

- MetShield® Synthetic can be exposed to ultraviolet conditions for up to 6 months.
- Severe weather and/or local job-site conditions may require a shorter exposure period. Please contact Drexel Metals for further information.
- MetShield® Synthetic is not designed to function as the primary roof covering and is intended to function as a secondary water shedding layer under most steep-sloped roofing materials.
- Verify final application to be compliant with applicable building codes.

A 35-YEAR LIMITED WARRANTY APPLIES TO DREXEL METALS. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS GIVEN AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE FOR APPLICATIONS OUTSIDE THE SCOPE OF THESE INSTALLATION GUIDELINES AND THE PUBLISHED 35-YEAR LIMITED WARRANTY.

DrexelMetals
Roofing Systems + Custom Fabrication

www.drexelmetals.com

1234 Gardiner Lane, Louisville, KY 40213
888-321-9630 toll-free • 502-690-6174 fax

ENERGY STAR PARTNER

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RESOLUTION NO. 223.23

TO AUTHORIZE CHANGE ORDER NO. 2 ON THE E CONTRACT WITH B & D INDUSTRIES FOR THE SEWER DISTRICT NO. 7 EXTENSION NO. 2 PROJECT

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. 2 with B&D Industries, located at 65 Washington St, Rensselaer, NY 12144, for a no cost time extension due to supply chain issues, for the Sewer District No. 7, Extension No. 2 Carman Road project, with a new projected completion date of August 25, 2023.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 23, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #2- B & D Industries-Carman Road Sewer 7 Ext. 2
TOWN BOARD MEETING:	July 5, 2023
Background Information:	B & D Industries is the Electrical Contractor for the Carman Road Sewer 7 Ext 2 project.
Evaluation/Analysis:	LaBella has submitted a change order for B & D Industries for a no cost time extension due to supply chain issues.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with B & D Industries for a no cost time extension.
Attachment/Document(s):	LaBella proposal dated June 22, 2023. Resolution 213.22 (Change order 1)
Compliance with Purchasing Policy:	Yes, Professional Services
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

CHANGE ORDER NO.: 2

Owner: Town of Rotterdam
Engineer: Labella Associates
Contractor: B&D Industries
Project: Town of Rotterdam SD #7 & SD #7-Ext #2 – Carman Road

Owner's Project No.: None Reported
Engineer's Project No.: 31892.01
Contractor's Project No.: None Reported

EFC CWSRF Project No.: C4-5465-B-00

Contract Name: E

Effective Date of Change Order: June 22, 2023

Date Issued: June 22, 2023

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

Description:

No cost time extension due to supply chain issues.

Attachments:

Correspondence from B&D Industries dated June 12, 2023 addressed to Mike Connors, LaBella Associates (Owners Consultant). Request effects Milestone 2 Contract Times. Milestone 1 dates previously waved due to unforeseen, changed conditions.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 333,000.00	Original Contract Times: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Original Contract Times: Milestone 2 Substantial Completion: 290 Ready for final payment: 304
Change from previously approved Change Orders: $ 345,421.00	Change from previously approved Change Orders Milestone 1 Substantial Completion: 0 Ready for final payment: 0 Change from previously approved Change Orders Milestone 2 Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 345,421.00	Contract Times prior to Change Order: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Contract Times prior to Change Order: Milestone 2 Substantial Completion: 290 Ready for final payment: 304
Increase this Change Order: $ 0	[Increase] [~~Decrease~~] this Change Order: Substantial Completion: 53 Ready for final payment: 53
Contract Price incorporating this Change Order: $ 345,421.00	Contract Times with all approved Change Orders: Milestone 1 Substantial Completion: 145 (NA) Ready for final payment: 159 (NA) Contract Times with all approved Change Orders: Milestone 2 Substantial Completion: 343 (August 25, 2023) Ready for final payment: 357 (September 8, 2023)

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DRAFT

	Recommended by Engineer (if required)	Authorized by Owner
By:		
Title:	Joseph M. Lanaro, PE Vice President LaBella Associates, DPC	Molly A. Collins, Supervisor Town of Rotterdam
Date:	6/22/2023	
	Authorized by Contractor	
By:	Nicholas DeVyse	
Title:	Project Manager	
Date:	6.22.23	

DRAFT

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B&D Industries, Inc.

June 12, 2023

Mike Connors
Labella Associates

Subject: 31892.01 Rotterdam Hamburg St Sewer District #2- Carman Rd

To whom this may concern:

This letter serves as notification for the following contract schedule impacts as indicated below:

B&D Industries, Inc. hereby reports a no cost time delay with both National Grid Utility and Cummins. Both National Grid and Cummins are experiencing supply chain shortages causing global supply disruption that is critically impacting the production of the Fourth St pole mounted transformers, the 125kW generator and their delivery. Due to these impacts, completing contract work prior to the current contract end date of July 3, 2023, is not feasible.

- **National Grid Utility Transformers**
  - The (3) pole mounted utility transformers have been slated to ship mid-June 2023 for several months. B&D inquired today for an updated ship and installation schedule and the response received delayed these transformers until late June, and installation early to mid-July.

- **Cummins Ship Schedule**
  - Fourth St 125kW Generator was originally scheduled to ship on May 23, 2023, at the time of contracting (04.18.22), this has been delayed and was tentatively shipping on July 20, 2023. B&D inquired for an updated ship schedule on this unit today and the response received delayed this unit to August 9, 2023.

B&D will not have installation complete which has direct implications to completion by the current contract end date. Once these units are in our possession, we will need an appropriate amount of time to complete installation. We will continue to monitor the manufacturing delays and communicate to the vendor/manufacturer the importance of improving the ship dates in hopes of lessening the impact of delays on the project. These dates are subject to change based on market conditions and manufacturer information.

Currently, with the information available at this time B&D is asking for a no cost contract extension until August 25, 2023.

Sincerely,

Nick DeNyse
Project Manager
B&D Industries, Inc.

DRAFT

Re: [EXTERNAL] FW: 4th Street Service Upgrade

From: Kakumba, Semewo <Semewo.Kakumba@nationalgrid.com>
Sent: Monday, June 12, 2023 12:17:29 PM
To: Nick Denyse <ndenyse@banddindustries.com>
Cc: Michael Kelly <mkelly@banddindustries.com>; Connors, Mike <mconnors@labellapc.com>
Subject: RE: [EXTERNAL] FW: 4th Street Service Upgrade

Caution! This message was sent from outside your organization.

The supplier pushed the delivery dates out to 6/26 and 6/30.

We are going to verify again today to make sure they are coming in on those dates.

I will update you once confirmed.

Thanks,

Semel Kakumba
Consumer Representative
Nationalgrid
Semewo.Kakumba@us.nationalgrid.com
(518)949-1082

From: Nick Denyse <ndenyse@banddindustries.com>
Sent: Monday, June 12, 2023 8:16 AM
To: Kakumba, Semewo <Semewo.Kakumba@nationalgrid.com>
Cc: Michael Kelly <mkelly@banddindustries.com>; Connors, Mike <mconnors@labellapc.com>
Subject: Re: [EXTERNAL] FW: 4th Street Service Upgrade

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments u

Thanks Semewo,
Do you have any type of timeline or estimated ship schedule on these two transformers?

Think its still sometime in June?

Nick DeNyse

B&D Industries, Inc.

65 Washington Street

DRAFT

Rotterdam SD #7 Extension #2 Carman - P-311402 has been rescheduled

Mark Woodward <mark.n.woodward@cummins.com>
To: Nick Denyse
Cc: Ed Cheung <ed.cheung@cummins.com>

Mon 6/12/2023 9:42 AM

Caution! This message was sent from outside your organization.

Date: 11-JUN-23
Customer: CUMMINS INC DBA CSSNA US (8C204)
Account Number: 322698
Sales Order Number: 209582
Purchase Order Number: S1-02850053466-MNW-311402

Nick,

Following Order/Lines have been rescheduled.

Purchase Order No	Order Number	Line Number	Ordered Item No	Item Description	Warehouse	UOM	Qty	Request Date	Previous Schedule Ship Date	Revised Schedule Ship Date
S1-02850053466-MNW-311402	209582	5.1	C125D6C*2260269	C125D6C, Diesel Genset, 60Hz, 125KW, ENCLOSED	FRD	EA	1	03-FEB-23	20-JUL-23	09-AUG-23

In order to provide quick response to your requests please use our project name and number in subject line.

Regards,

Mark N. Woodward
Project Manager – Power Generation Northeast Metro
Cell: 339-216-8909

DRAFT

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, July 13, 2022, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 213.22

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

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

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

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

DATED: July 13, 2022

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

DRAFT

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 July 13, 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 July 15, 2022.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady County, NY

DRAFT

CHANGE ORDER NO.: 1

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

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

Effective Date of Change Order: July 13, 2022

Date Issued: June 17, 2022

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

Description:

Sunoco, LLC Sewer Connection

Attachments:

Plan Sheet C143 and Cost Proposal

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

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DRAFT

Recommended by Engineer (if required)	Authorized by Owner
By:	
Title: Project Manager	
Date: Jun 17, 2022	
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By: Mallie A. Collins	
Title: Supervisor	
Date: 7/5/2022	

Vince Di Carlo / Project Manager/B&D Industries, Inc

Vince Di Carlo

7/15/22

DRAFT

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B&D Industries, Inc.
Whatever it takes.

PRICE PROPOSAL

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

BRANCH OFFICES

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

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

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

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

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

Town of Rotterdam
1100 Sunrise Blvd,
Rotterdam, NY 12306

June 16, 2022

Sunoco Force Main Grinder Pump Electrical

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

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

Labor - $3,301.60
Materials - $1,883.54
Sub - $5,850.00
15% OH & P B&D Scope - $786.23
10% OH & P Sub Scope - $599.63
Total - $12,421.00

Inclusions:

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

Exclusions:

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

DRAFT

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

BRANCH OFFICES

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

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

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

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

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

Best Regards,

Dan Carlino

Estimator
dcarlino@banddindustries.com
518-728-8705

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

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

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

DRAFT

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

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Santa Fe, NM 87505
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Fax: (505) 559-2589

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

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

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

DRAFT

RESOLUTION NO. 224.23

TO AUTHORIZE THE PURCHASE OF AN AUDIO VIDEO SOUND SYSTEM FOR 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 purchase and installation of an audio/video sound system for the Rotterdam Senior Center, from Audio Video Corporation, located at 213 Broadway, Albany, New York 12204, with compliance under the NYS contract, in an amount not to exceed thirteen thousand one hundred sixty-nine and 31/100 ($13,169.31) dollars.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 29, 2023

TO: Town Board

FROM: Mollie Collins, Supervisor

TITLE OF REQUEST: Authorize the Supervisor to enter into a contract with Audio Video Corporation, 213 Broadway, Albany, NY 12204 for a new sound system at the Rotterdam Senior Center auditorium.

TOWN BOARD MEETING: July 5, 2023

Background Information: The Rotterdam Senior Center auditorium has been used as our courthouse, temporary evacuation center, programs for seniors and numerous town information sessions. The current audio system does not function.

Evaluation/Analysis: Considering the many community activities that are held in the Rotterdam Senior Center auditorium it is necessary to have a working audio system.

Recommendation(s): Authorize the Supervisor to enter into a contract with Audio Video Corporation.

Attachment/Document(s): Sales Quotation – TIPS Contract 230105

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor

DRAFT

audio video
AUDIO-VIDEO CORPORATION
Your Communication Solutions Partner
SINCE 1946

Audio-Video Corporation
FED ID #14-1426006
213 Broadway
Albany, NY 12204

Phone: (518) 449-7213 **Fax: (518) 449-1205**

Original **SALES QUOTATION**

Document Number	Document Date	Page
22497	**05/12/23**	**1/4**

Customer No.	Provisional No.
c18164	**X-22217TR**

Your Contact	Payment Terms
31 Jon Higgins	**Pending Credit Approval**

Billing Address

Rotterdam Town Hall
Accounts Payable
1100 Sunrise Blvd

Rotterdam NY 12306
USA

Delivery Address

Mollie Collins
Rotterdam Town Hall
Rotterdam Senior Center
2639 Hamburg Street

Rotterdam NY 12306

SENIOR CENTER

AVC TIPS CONTRACT 230105

Currency: $

	Description	Quantity	Contract Pricing	Price	Total
001	**Wireless Vocal System with BETA 58** Item Code: SLXD24/B58-G58 Manufacturer: Shure	**2**	**ATIPS**	**654.55**	**1,309.10**
002	**6x4 Digital Zone Processor** Item Code: ZonePro 640m Manufacturer: DBX	**1**	**ATIPS**	**644.17**	**644.17**
003	**ZC 2 Wall Mounted Programmable Zone Controller** Item Code: ZC-2 Manufacturer: DBX	**1**	**ATIPS**	**57.24**	**57.24**
004	**12U Mobile Rack w/front & rear locking doors cable grommets 12U rack rails and HD casters** Item Code: RACK-12 Manufacturer: AVFI	**1**	**ATIPS**	**880.00**	**880.00**
005	**PD-915R W/20' POWER CORD** Item Code: PD-915RC-20 Manufacturer: Middle Atlantic	**1**	**ATIPS**	**145.80**	**145.80**

DRAFT

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

SALES QUOTATION

Document Number	Document Date	Page
22497	**05/12/23**	**2/4**

Currency: **$**

	Description	Quantity	Contract Pricing	Price	Total
006	**400 W att Amplifier with 2 Flexible Output Channels for Installation Applications** Item Code: LAB-E4:2 Manufacturer: Lab.gruppen	**1**	**ATIPS**	**1,040.00**	**1,040.00**
007	**Saros® 6.5 in. 2-Way In-Ceiling Speaker White Textured Single [Sold in pairs]** Item Code: SAROS IC6T-W-T-EACH Manufacturer: Crestron	**10**	**ATIPS**	**177.80**	**1,778.00**
008	**AVSG_CABLES-1 - Miscellaneous Cables Connectors and Hardware** Item Code: AVSG_ MISC_CABLES Manufacturer: AVC	**1**	**ATIPS**	**475.00**	**475.00**
009	**x-22217TR AVSG Installation Setup and Training** Item Code: AVSG_INSTALLATION Manufacturer: AVC	**1**	**ATIPS**	**6,365.00**	**6,365.00**
010	**AVC Customer Care Agreement Year 1** Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	**1**	**ATIPS**	**475.00**	**475.00**

Shipping Type: **Deliver & Install**

Quotation Subtotal:	**$ 13,169.31**
Total Before Tax:	**$ 13,169.31**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 13,169.31**

Quotation Valid Until: 06/12/23

Subject to Shipping & Handling and Sales Tax if Applicable

DRAFT

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Original

SALES QUOTATION

Document Number	Document Date	Page
22497	05/12/23	3/4

Currency: $

EQUIPMENT WARRANTY:
All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

ASBESTOS STATEMENT:
Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:
Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

NOTE:
This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted By _____ **P.O. No.** _____

Signature _____ **Date** _____

Ship-to Address:
(if different than above) _____

_____

Credit Card Info:
(If applicable) _____

Cardholder's Name

_____

Cardholder's Telephone Number & Email Address

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TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION.** This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.

2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them . SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.

3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.

4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.

5. **SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect .

6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transac-tions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.

7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.

8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION,** Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION,** ALBANY, N.Y.

9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.

10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.

11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney 's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.

12. **WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION,** the liability of AUDIO--VIDEO CORPORATION shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.

13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replace-ment of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.

14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.

15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Signature B&B Companies 501 Franklin Avenue Suite 218 Garden City NY 11530 License#: BR-1117267	CONTACT NAME: Maureen Fordsman PHONE (A/C, No, Ext): 5168233160 FAX (A/C, No): 516-764-1019 E-MAIL ADDRESS: mfordsman@sbbinsure.com
INSURED Audio-Video Corporation 213 Broadway Menands NY 12204 AUDIVID-03	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Charter Oak Fire Ins. Company 25615 INSURER B : Phoenix Insurance Company 25623 INSURER C : Travelers Indemnity Company 25658 INSURER D : Travelers Indemnity Company of America 25666 INSURER E : ShelterPoint Life Insurance Company 89958 INSURER F : Travelers Casualty & Surety 19038

COVERAGES **CERTIFICATE NUMBER:** 347941614 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		68099798713	11/28/2022	11/28/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Per proj Agg$10M						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA8140H495	11/28/2022	11/28/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP5530Y590	11/28/2022	11/28/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB7J104734	11/28/2022	11/28/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E F	Disability Professional			DBL51233 107735098	9/30/2022 11/28/2022	9/30/2023 11/28/2023		Statutory 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Quote 22497
Job Description: Senior Center AV Equipment and Installation
Job Location: Rotterdam Senior Center 2639 Hamburg Street Rotterdam, NY 12306
Town of Rotterdam is included as additional insured on the above General Liability policy if required by written contract which is executed prior to loss.

CERTIFICATE HOLDER

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam NY 12306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
AUDIO-VIDEO CORPORATION

213 BROADWAY
Menands NY 12204
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
518-449-7213

1c. Federal Employer Identification Number of Insured or Social Security Number
14-1426006

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Rotterdam

1100 Sunrise Blvd
ROTTERDAM, NY 12306

3a. Name of Insurance Carrier
SHELTERPOINT LIFE INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box "1a"
D51233

3c. Policy effective period
10/1/2022 to 9/30/2024

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/30/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White - Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

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DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

DRAFT

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of insured (use street address only)
AUDIO-VIDEO CORPORATION

213 BROADWAY
Menands NY 12204
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
518-449-7213

1c. Federal Employer Identification Number of Insured or Social Security Number
14-1426006

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Rotterdam

1100 Sunrise Blvd
ROTTERDAM, NY 12306

3a. Name of Insurance Carrier
SHELTERPOINT LIFE INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box "1a"
D51233

3c. Policy effective period
10/1/2022 to 9/30/2024

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/30/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White - Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.

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DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices my be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

DRAFT

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Audio-Video Corporation 213 Broadway Menands, NY 12204 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 518-449-7213 1c. NYS Unemployment Insurance Employer Registration Number of Insured 5712602 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1426006
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Rotterdam 1100 Sunrise Blvd Rotterdam, NY 12306	3a. Name of Insurance Carrier Travelers Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB-7J104734 3c. Policy effective period 11/28/2022 to 11/28/2023 3d. The Proprietor, Partners or Executive Officers are [X] included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Ronald Brunell
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: L B 06/30/2023
(Signature) (Date)

Title: Managing Principal

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-764-1100

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

DRAFT

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

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RESOLUTION NO. 225.23

TO ACCEPT AND AWARD BID FOR ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Tuesday, June 20, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Senior Center Roof Replacement Project, Contract 1, for the Town of Rotterdam to VAD Contractors Inc., located at 1885 Hyland Blvd #1059, Staten Island, NY 10305 at the mutual consent of both the Town and VAD Contractors Inc.

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

SECTION 3. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 28, 2023

TO: Town Board

FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

TITLE OF REQUEST: Accept and Award Bid for Rotterdam Senior Center Roof Replacement Project

TOWN BOARD MEETING: July 5, 2023

Background Information: Bids for Senior Center Roof Replacement Project were advertised on the first bid form of the bid packet starting May 26, 2023 with a closing and bid opening on June 16, 2023.

Evaluation/Analysis: The Senior Center roof is in disrepair and needs to be replaced to maintain the building properly.

Recommendation(s): Accept and Award the bids for Rotterdam Senior Center Roof Replacement Project, to VAD Contractors INC.

Attachment/Document(s): Bid results for the first bid form of Senior Center Roof Replacement Project.

Compliance with Purchasing Policy: Yes

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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Barton
&Loguidice

June 26, 2023

Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town of Rotterdam
Rotterdam Senior Center Roof Replacement Project
Subj: Recommendation for Award of Contract
File: 904.054.001

Dear Ms. Collins:

We have reviewed the Bids submitted for the above referenced project that were opened at 10:00 a.m. on June 16, 2023 at the Town Clerk's Office, 1100 Sunrise Boulevard, Rotterdam, New York 12306. Six (6) Bids were received for General Construction; a tabulation of the Bids is attached.

The apparent low Bid is as follows:

Contract No. 1 - General Construction – VAD Contractors Inc. $195,800.00

Based on discussion with the Contractor and review of the bid submission, it appears there are no errors or omissions in their Bid and they understood the project milestones and the liquidated damages and will enter into a Contract with the Town of Rotterdam if awarded the project.

If the Town chooses to proceed with the Contract, B&L recommends the Town of Rotterdam award the Contract to the low Bidder as listed above.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Joshua Conley, R.A.
Project Architect

JDC/jms

Attachment

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BID TABULATION

Barton & Loguidice

Owner: Town of Rotterdam
Project: Senior Center Roof Replacement Project
Contract: Contract No. 1 - General Construction
Bid Opening: June 16, 2023 at 10:00 AM
Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306

				VAD Contractors Inc. 1885 Hyland Blvd #1059 Staten Island, NY 10305		Pulver Roofing Company, Inc. 1418 Erie Street Utica, NY 13502		Band of Brotherhood Inc. 665 Tamarac Road Troy, NY 12180		Titan Roofing Inc. 200 Tapley Street Springfield, MA 01104		S&L Roofing & Sheetmetal, Inc. 5640 Depot Road Voorheesville, NY 12186		MSI Mid-State Industries, LTD 1105 Catalyn Street Schenectady, NY 12303	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1-1	Contract No. 1 - General Construction	1	LS	$ 195,800.00	$ 195,800.00	$ 323,000.00	$ 323,000.00	$ 260,000.00	$ 260,000.00	$ 212,000.00	$ 212,000.00	$ 225,500.00	$ 223,500.00	$ 292,811.00	$ 292,811.00
TOTAL BID					$ 195,800.00		$ 323,000.00		$ 260,000.00		$ 212,000.00		$ 223,500.00		$ 292,811.00
00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓		✓		✓		✓		✓		✓	
00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT				✓		✓		✓		✓		✓		✓	
00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION				✓		✓		✓		✓		✓		✓	
00 048 1: STATEMENT OF SURETY'S INTENT				✓		✓		✓		✓		✓		✓	
00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS				✓		✓		✓		✓		✓		✓	
00 04 99: BID SECURITY				5.00%		5.00%		$13,000.00		5.00%		5.00%		5.00%	

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

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BID FOR SENIOR CENTER ROOF REPLACEMENT PROJECT- 2023

BID FOR: Senior Center Roof Replacement Project
DATE OF TB MTG. & RESOLUTION #: 5/24/2023 Res. #186.23
DATE BID PACKETS BECOME AVAILABLE: 5/26/2023

DATE PUBLISHED IN NEWSPAPER: 5/27/2023
DATE & TIME BIDS TO BE OPENED: 6/16/2023 @ 10:00 am

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	Contract #s	BID Amount	Comments
1	6/14/23 at 9:30 am	DMM	VAD Contractors INC.	1885 Hyland Blvd #1059 Staten Island, NY 10305		718-500-3011		$195,800.00	VADCONTRACTORS@GMAIL.COM
2	6/16/23 at 9:26 am	KC	Pulver Roofing Company, Inc	1418 Eric Street Utica, NY 13502	Carissa Goodspeed Andrew Aery	315-335-6985 315-733-2803		$323,000.00	aaery @pulverroofing.com
3	6/16/23 at 9:28 am	KC	Band of Brotherhood Inc	665 Tamarac Road Troy, NY 12180	Mike Insero	518-730-6152 518-221-2062		$260,000.00	mike@bandofbrotherhood.net chris@bandofbrotherhood.net
4	6/16/23 at 9:38 am	KC	Titan Roofing Inc	200 Tapley Street Springfield, MA 01104	Ed Wells Shawna Pazmino-Brook	518-235-1707 413-536-1624 413-533-2560		$212,000.00	ewells@titanroofing.com mail@titanroofing.com
5	6/16/23 at 9:44 am	KC	S & L Roofing & Sheetmetal Inc.	5640 Depot Road Voorheesville, NY 12186	Mike Thompson Jeff Smolen	518-765-5088 518-765-5090		$223,500.00	jsmolen@slroofingny.com mlaller@slroofingny.com
6	6/16/23 at 9:47 am	KC	MSI Mid-State Industries, LTD	1105 Catalyn Street Schenectady NY 12303	Ryan Lucie Michae lLucey	518-374-1461		$292,811.00	info@midstateltd.com

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VAD CONTRACTORS INC

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SCANNED

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

MAY 2023

PREPARED BY:
BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGES SUBMITTED BY:

Name of Company:	VAD Contractors INC
Address:	1885 Hylan Blvd # 1059
	Staten Island NY 10305
Phone:	718-500-3011

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

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SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable.	x	✓
State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:		
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature.	x	✓
BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7:	x	✓
NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature.	x	✓
STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative.	x	✓
PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder.	x	✓
BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND).	x	✓

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

One hundred ninety-five thousand, eighth hundred dollars, zero cents	$195,800	00
(Price Written in Words)	Dollars	Cents (Price Written in Figures)

Additive Bid Items

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/Deduct: Eighty-two dollars, zero cents.	$82	00
(Price Written in Words)	Dollars	Cents (Price Written in Figures)

2. Additive Bid No. 2: Add/Deduct Unit price cost for the replacement of existing plywood sheathing as described in Section 00 01 60.16.

Add/Deduct: Twelve dollars, zero cents.	$12	00
(Price Written in Words)	Dollars	Cents (Price Written in Figures)

Acknowledgement of Addenda

Addendum No.	Date Received
n/a	n/a

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	VAD Contractors INC
Contact Name:	Shef Krasniqi
Address:	1885 Hylan Blvd # 1059
City, State, Zip:	Staten Island NY 10305
Telephone/Fax:	718-500-3011
Email:	vadcontractors@gmail.com
FEIN: (Federal Employee Identification Number)	82-0861128

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

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a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature	Vice President Title
VAD Contractors INC Company Name	6-8-2023 Date

State of New York)
) SS:
County of Queens)

On this 8th day of June, 20 23, before me personally came and appeared Shef Krasniqi to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

Michelle Ortiz
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in Queens County
01ORE6153S9
MY COMMISSION EXPIRES 03/15/2025

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SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature	Vice President Title
VAD Contractors INC Company Name	6-8-2023 Date

State of New York)
) SS:
County of Queens)

On this 8th day of June, 20 23, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____

END OF SECTION

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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,

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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.

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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

DRAFT

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

DRAFT

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.

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SECTION 00 04 80

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.

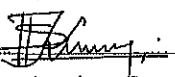
B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement 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: VAD Contractors INC

Signed by: Shef Kransiqi Title: Vice President

Signature:  Date: 6-12-2023

Email: vadcontractors@gmail.com

DRAFT

SECTION 00 04 80

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

Resolved that Shef Krasniqi be authorized to sign and submit the bid or proposal of this corporation for Town of Rotterdam Senior Center Roof Replacement 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 VAD Contractors INC corporation at a meeting of its board of directors held on the 12th day of June, 2023.

(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: VAD Contractors INC

Signed by: Shef Kransiqi Title: Vice President

Signature: _____ Date: 6-12-2023

DRAFT

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____

_____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

_____ _____

_____
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

BOND NOT ACCEPTED

DRAFT

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: VAD CONTRACTORS INC

By: SHEP KRASNIQI

Title: VICE PRESIDENT

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Queens)

On this 12th day of June, 20 23, before me personally came and appeared Shef Krasniqi to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

Michelle Ortiz
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in Queens County
01OR6415359
MY COMMISSION EXPIRES 03/15/2025

DRAFT

SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

DRAFT

BID BOND

Hudson Insurance Company
100 William St., 5th Floor, New York, NY 10038

KNOWN ALL BY THESE PRESENTS, That we, VAD Contractors Inc., as Principal, and Hudson Insurance Company, as Surety, are held and firmly bound unto Town of Rotterdam, as Obligee, in the sum of Five Percent of the Principals Bid Amount Dollars (5% of the Principals Bid Amount) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Town of Rotterdam Senior Center Roof Replacement Project Contract No. 1 - General Construction ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of June, 2023.

VAD Contractors Inc.
(Principal)

By: SHEF KRASNIQI

Hudson Insurance Company

By: _____
Jeffrey W. Price, Attorney-in-Fact

DRAFT

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam

We have reviewed the Bid of VAD Contractors Inc.
(Contractor)
of 1831 83rd Street Unit #1A, Brooklyn, NY 11214
(Address)
for

Town of Rotterdam Senior Center Roof Replacement Project Contract No. 1 - General Construction
(Project)

Bids for which will be received on June 16, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:
Mary Early

Hudson Insurance Company
Surety's Authorized Signature(s)
Jeffrey W. Price, Attorney-in-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

DRAFT

Surety Acknowledgment

State of New York }
} ss:
County of Nassau }

On this 9th day of June, 2023, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires

MARY PRICE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR5056603
Qualified in Nassau County
My Commission Expires March 4, 2026

Notary Public

DRAFT

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2022

ASSETS

Bonds	$	485,914,449
Real estate		0
Mortgage Loans on Real Estate		73,581,960
Cash on hand and on deposit		44,223,336
Reinsurance Receivable		629,031,777
FIT recoverable (including net deferred tax asset)		25,025,629
Aggregate write-ins for other than invested assets		492,356,287
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		126,326,463
Stocks		415,394,105
Other Assets		62,859,618
Total Assets	$	2,354,713,624

LIABILITIES & SURPLUS

Losses	$	337,517,938
Loss adjustment expense		36,920,563
Other expenses		29,857,382
Unearned Premiums		160,331,236
Ceded reinsurance premiums payable		988,181,837
Payable to parent, subsidiaries and affiliates		6,337,448
Commissions payable, contingent commissions and other similar charges		42,920,776
Other Liabilities		147,279,591
Total Liabilities	$	1,749,346,771
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		304,386,518
Surplus as regards policyholders	$	605,366,853
Total Liabilities and Surplus	$	2,354,713,624

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

I, Rory Rose, the undersigned Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2022.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 6th day of March , 2023.

Rory A. Rose
Rory Rose
Chief Financial Officer

Subscribed and sworn to before me this 6th day of March , 2023.

Ann M. Murphy
Notary Public

ANN M. MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified In Nassau County, Certified In New York
Commission Expires December 10, 2025

DRAFT

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jeffrey W. Price, Rachel L. Price
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 19th day of August, 2014 at New York, New York.

(Corporate seal)

Attest
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 19th day of August, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Company this 9th day of June, 2023.

(Corporate seal)

By
Dina Daskalakis, Corporate Secretary

Form Bid 8 2010 (v1)

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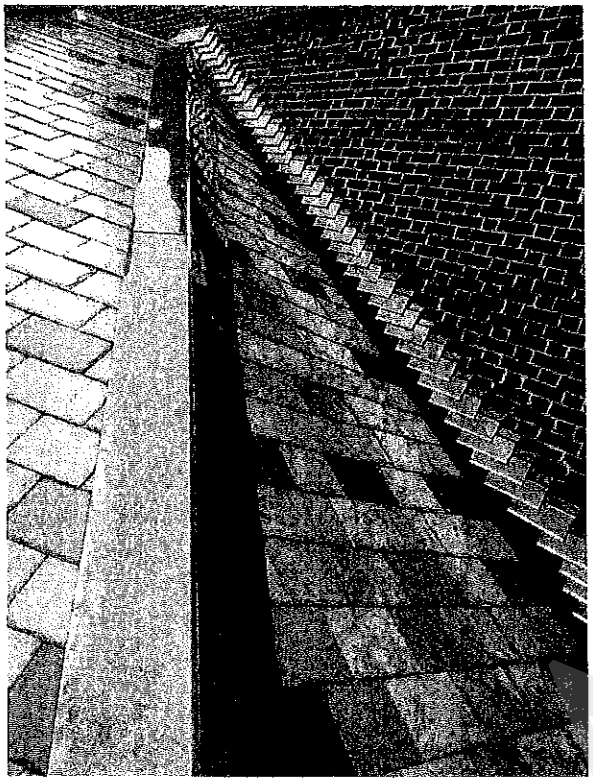
VAD Contractors INC



1885 Hylan Blvd # 1059
Staten Island NY 10305
Tel: 718-500-3011
E-mail: vadcontractors@gmail.com

Licensed
Insured
Bonded

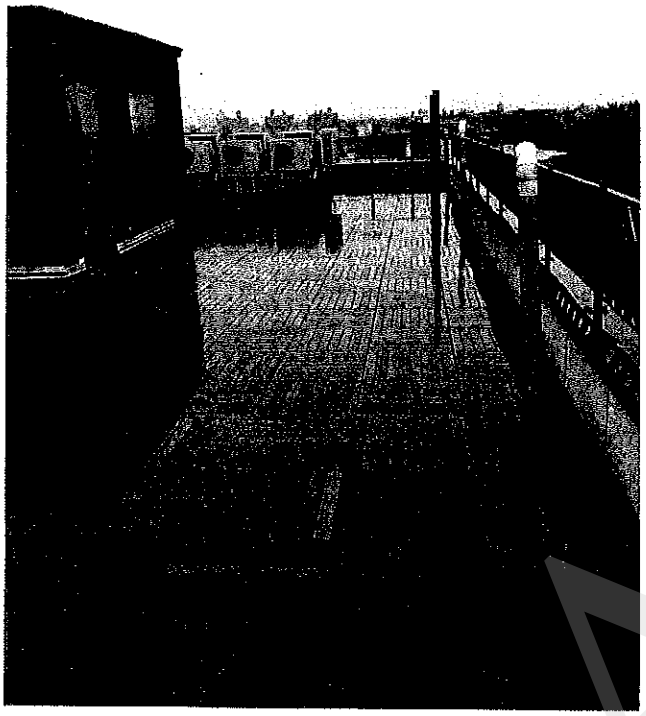
DRAFT



We've always paid close attention to quality. Project completion with no work being rejected and minimum or no punch-list is our goal. Wherever we work we pay attention to details and ensure all intended materials have been approved and are compositable. We plan our work accordingly and focus on quality, safety and accuracy.



DRAFT



A return customer is much more than a repeat customer. Therefore, we do our best to ensure customer's satisfaction. For every project that we turn-over, we ensure the site is clean and appropriate close-out has been carried out properly. We take into consideration owner's requirement and do not hesitate to put extra effort to meet client's expectations.

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CONTRACTORS INC
1885 Hylan Blvd # 1059
Staten Island NY 10305
Tel: 718-500-3011
EMAIL: vadcontractors@gmail.com

Some of our recently completed projects:.

Project name: Jamaica Hospital Brooklyn Branch
Owner/Manager: Jamaica Hospital Medical Center
Address: 3080 Atlantic Ave Brooklyn NY 11208
General Contractor: VAD Contractors INC
Subcontractor: VAD Contractors INC
Contact Name: George Glaraga
Contact Number: 917-456-4528
Contact E-mail: gglaraga@jhmc.org
Completion: 100 %
Scope: Flat roof, Sheet metal, Drain replacement and plumbing.
Project size in dollar value: $577,500.00

Project name: Firemen's Headquarters Rockville Centre
Owner/Manager: Village of Rockville Centre
Address: 58 N Centre Street Rockville Centre NY 11570
General Contractor: VAD Contractors INC
Subcontractor: VAD Contractors INC, GC of Upstate. Comfort Cool.
Contact Name: Mario Bento
Contact Number: 516-852-0859
Contact E-mail: mbento@RVCNY.US
Completion: 100 %
Scope: Flat roof, Sheet metal, Drain replacement and plumbing, accessories and vent pipes, HVAC & Asbestos Abatement.
Project size in dollar value: $330,000.00

Project name: Hudson River Museum
Owner/Manager: City of Yonkers
Address: 511 Warburton Ave, Yonkers NYU 10701
General Contractor: VAD Contractors INC
Subcontractor: A to Z Coatings Inc
Contact Name: Reuben Jackson
Contact Number: 212-566-7301
Contact E-mail: rsj@archimuse.us
Completion: 100 %
Scope: Flat roof, HVAC, plumbing and electric
Project size in dollar value: $430,000.00

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Project name: Fulton Hall, Jones Hall, Ohara Hall
Owner/Manager: DOT-U.S. Merchant Marine Academy
Address: 300 Steamboat Rd. Kings Point NY 11024
General Contractor: VAD Contractors INC
Subcontractor: VAD Contractors INC
Contact Name: Paul M. Buhse
Contact Number: 516-726-5901
Contact E-mail: buhsep@usmma.edu
Completion: 100 %
Scope: Flat roof, Sheet metal, Drain replacement, accessories and vent pipes.
Project size in dollar value: $75,050.00

Project name: Grooms Tavern Historical Preservation Project.
Owner/Manager: Town of Clifton Park
Address: 290 Sugar Hill Road, Rexford NY 12148
General Contractor: VAD Contractors INC
Subcontractor: VAD Contractors INC
Contact Name: Daniel J. Clemens
Contact Number: 518-281-5065
Contact E-mail: dclemens@cliftonpark.org
Completion: 100%
Scope: Sloped roof/Shingle, Metal Roof, Wood porch floor replacement.
Project size in dollar value: $48,330.00

Project name: Channel Beach Resiliency Project.
Owner/Manager: Governor's Office of Storm Recovery (GOSR).
Address: 500 Center Street. Long Beach NY 11561
General Contractor: Richmond Construction INC
Subcontractor: Armor Bay Construction Corp.
Contact Name: Sam Singh.
Contact Number: 646-410-4589
Contact E-mail: sam@richmondcons.com
Completion: 90%
Scope: Sloped roof, Flat roof, Liquid applied, sheet metal.
Project size in dollar value: $550,000.00

Project name: Astoria Delancy Inn & Suites
Owner/Manager: Richmond Construction INC
Address: 37-11 23rd St. Long Island City NY
General Contractor: Richmond Construction INC
Contact Name: Richie Dillon
Contact Number: 917-681-9695
Contact E-mail: richie@richmondcons.com
Start Date: October 2020
Completion: Completed February 2021
Scope: Foundation waterproofing, flat roof.
Project size in dollar value: $72,300.00

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: VALON GASHI
ALBA TRUST INSURANCE AGENCY INC. 32 HANCOCK STREET STATEN ISLAND ,NY 10305	PHONE (A/C, No, Ext): 718-412-1778 FAX (A/C, No): E-MAIL ADDRESS: ALBATRUSTINSURANCE@GMAIL.COM

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
VAD Contractors Inc 1831 83rd Street Unit 1A Brooklyn, NY 11214	INSURER A: Atlantic Casualty Insurance Co	22209
	INSURER B: Guard Insurance Group	0031
	INSURER C: NYSIF	523930
	INSURER D: Hudson Excess Insurance Company	25054
	INSURER E: Shelterpoint	81434
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	L1460053230	10/05/2022	10/05/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	VAAU308975	10/19/2022	10/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	HXMX203053	12/15/2022	12/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	K 2549 056-6	06/10/2023	06/10/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	NYS DISABILITY			D641631	06/10/2023	06/09/2024	STATUTORY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured:
Village of Massapequa Park
151 Front Street
Massapequa Park, NY 11762

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
VALON GASHI

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

AAAAAA 820861128
ALBATRUST INSURANCE AGENCY INC
32 HANCOCK ST
STATEN ISLAND NY 10305

POLICYHOLDER	CERTIFICATE HOLDER
VAD CONTRACTORS INC 1831 83RD ST, APT 1A BROOKLYN NY 11214	SAMPLE

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
K2549 056-6	380011	06/10/2023 TO 06/10/2024	5/31/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2549 056-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
VENERA KRASNIQI
VICE PRESIDENT
SHEF KRASNIQI
VAD CONTRACTORS INC (2 OF 2)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 568680419

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PULVER ROOFING COMPANY

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SECTION 00 03 01

SCANNED

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ✓

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ✓

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: ✓

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ✓

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ✓

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ✓

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ✓

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

THREE HUNDRED TWENTY THREE THOUSAND DOLLARS | $323,000 | 00
(Price Written in Words) | Dollars | Cents (Price Written in Figures)

Additive Bid Items

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/Deduct:

FORTY-EIGHT DOLLARS | 48 | 00
(Price Written in Words) | Dollars | Cents (Price Written in Figures)

2. Additive Bid No. 2: Add/Deduct Unit price cost for the replacement of existing plywood sheathing as described in Section 00 01 60.16.

Add/Deduct:

SIX DOLLARS | 6. | 00
(Price Written in Words) | Dollars | Cents (Price Written in Figures)

Acknowledgement of Addenda

Addendum No.	Date Received

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	Pulver Roofing Co., Inc.
Contact Name:	Andrew Aery
Address:	1418 Erie Street
City, State, Zip:	Utica, NY 13502
Telephone/Fax:	315-733-2803
Email:	aaery@pulverroofing.com
FEIN: (Federal Employee Identification Number)	15-0538539

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified ~~check*~~, ~~cash*~~, or a bid bond* for the sum of 5% OF THE ATTACHED BID ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated June 16, 2023 ** Pulver Roofing Co., Inc, a corporation organized under the law of New York.

Signature of Bidder

Print Name of Signer of Bid Andrew Aery
Address 1418 Erie Street
Utica, NY 13502

* Cross out designations not applicable.

** Insert Bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

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SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

_____	Vice President
Signature	Title
Pulver Roofing Co., Inc.	6/15/23
Company Name	Date

State of New York)
) SS:
County of Oneida)

On this 15 day of June, 2023, before me personally came and appeared Andrew Aery to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

CARISSA GOODSPEED
Notary Public - State of New York
NO. 01GO6408500
Qualified in Oneida County
My Commission Expires Aug 31, 2024

Carissa Goodspeed

END OF SECTION

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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,

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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

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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.

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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

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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

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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

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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.

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SECTION 00 04 80

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: Pulver Roofing Co., Inc.

Signed by: Andrew Aery Title: Vice President

Signature: _____ Date: June 16, 2023

Email: aaery@pulverroofing.com

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

Resolved that ANDREW AERY be authorized to sign and submit the bid or proposal of this corporation for TOWN OF ROTTERDAM SENIOR CENTER 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 PURUS ROOFING corporation at a meeting of its board of directors held on the 23 day of AUGUST, 2021.

(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: _____

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SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: **TOWN OF ROTTERDAM**

We have reviewed the Bid of **PULVER ROOFING CO., INC.**
(Contractor)
of **1418 Erie Street, Utica, NY 13502**
(Address)
for **Town of Rotterdam Senior Center Roof Replacement**

Contract No. 1 - General Construction
(Project)

Bids for which will be received on **16 JUNE 2023**
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

THE HANOVER INSURANCE COMPANY

Surety's Authorized Signature(s)
Lisa D. Kaylor, Attorney In Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

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SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Pulver Roofing Co., Inc

By: _____

Title: Vice President

(CORPORATE SEAL IF ANY)

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STATE OF New York)
) SS:
COUNTY OF Oneida)

On this 15 day of June, 2023, before me personally came and appeared Andrew Aery to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Carissa Goodspeed

END OF SECTION

CARISSA GOODSPEED
Notary Public - State of New York
NO. 01GO6408500
Qualified in Oneida County
My Commission Expires Aug 31, 2024

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SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

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END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
PULVER ROOFING CO., INC.
1418 Erie Street
Utica, NY 13502

SURETY:
(Name, legal status and principal place of business)
THE HANOVER INSURANCE COMPANY
440 Lincoln Street
Worcester, MA 01653-0002

Mailing Address for Notices
440 Lincoln Street Worcester, MA 01653-0002

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
TOWN OF ROTTERDAM
1100 Sunrise Blvd.
Rotterdam, NY 12306

BOND AMOUNT: $ FIVE PERCENT OF ATTACHED BID (5%)

PROJECT:
(Name, location or address, and Project number, if any)

Town of Rotterdam Senior Center Roof Replacement
Contract No. 1 - General Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **JUNE 2023.**

(Witness) **Linda Race**

(Witness) **Linda Race**

PULVER ROOFING CO., INC.
(Principal) *(Seal)*

(Title) **Ann M. Custodero, President**

THE HANOVER INSURANCE COMPANY
(Surety) *(Seal)*

(Title) **Lisa D. Kaylor, Attorney In Fact**

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(Acknowledgment by principal, if a corporation.)

STATE OF NEW YORK, }
} ss:
COUNTY OF ONONDAGA }

On this **15th** day of **JUNE 2023**, before me personally came **ANN M. CUSTODERO**, to me known to be the person by me duly sworn, did depose and say, that he/she resides in **WHITESBORO, NY** that he/she is the **PRESIDENT** of the **PULVER ROOFING CO., INC.** the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Thomas E. Costello
Notary Public.

THOMAS E. COSTELLO
NOTARY PUBLIC, State of New York
Qualified In Cayuga County
No 01CO6171024
Commission Expires July 23, 20 23

(Acknowledgment by Surety Company)

STATE OF NEW YORK, }
} ss:
COUNTY OF ONONDAGA }

On this **15th** day of **JUNE 2023**, before me, the undersigned, a Notary Public in and for said county, personally appeared **Lisa D. Kaylor** , who being duly sworn, did depose and say that he/she resides in **Hastings, NY**, that he/she is Attorney-in-Fact of **The Hanover Insurance Company**, the corporation described in and who executed the within instrument as surety. That he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was thereto affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Thomas E. Costello
Notary Public.

THOMAS E. COSTELLO
NOTARY PUBLIC, State of New York
Qualified In Cayuga County
No 01CO6171024
Commission Expires July 23, 20 23

AFFIDAVIT OF PRINCIPAL AND SURETY

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THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Michael Tresidder, Thomas E. Costello, Lisa D. Kaylor, Eric J. Danes, Brenda J. Ferri and/or Cara Fusillo

Of **Insurance Office of America, Syracuse, NY** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, in any amount~

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **3rd** day of **April, 2023.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Bryan J. Salvatore, Executive Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **3rd** day of **April 2023** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023

Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th___ day of JUNE_____ 2023 ____.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

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The Hanover Insurance Group

The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2022

ASSETS		2022
Cash in Banks (Including Short-Term Investments)		$ (22,202,279)
Bonds and Stocks		$7,732,781,218
Other Admitted Assets		$2,603,181,043
Total Admitted Assets		$10,313,759,982

LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums		$2,297,094,229
Reserve for Loss and Loss Expense		$4,830,238,940
Reserve for Taxes		$ 0
Funds held under reinsurance treaties		$ 1,773,448
Reserve for all other liabilities		$ 502,090,257
Capital Stock - $1.00 par	$ 5,000,000	
Net Surplus	$2,677,563,108	
Policyholders' Surplus		$2,682,563,108
Total Liabilities, Capital and Surplus		$10,313,759,982

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2022.

Jeffrey Farber
Assistant Treasurer

JAIME L HAWLEY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
December 14, 2023

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BAND OF BROTHERHOOD COMPANY INC

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CONTRACT DOCUMENTS

SCANNED

FOR

TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

MAY 2023

PREPARED BY:
BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGES SUBMITTED BY:

Name of Company: Band of Brotherhood
Address: 665 Tamarac Rd.
Troy, N.Y. 12180
Phone: (518) 221-2062

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It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ☑

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ☑

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: ☑

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ☑

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ☑

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ☑

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ☑

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

Two Hundred and Sixty Thousand Dollars 00/100	$ 260,000	0
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Additive Bid Items

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/Deduct:

Twenty Five Dollars Per Sq. Ft.	$ 25.00	0
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

2. Additive Bid No. 2: Add/Deduct Unit price cost for the replacement of existing plywood sheathing as described in Section 00 01 60.16.

Add/Deduct:

Four Dollars Per Sq. FT.	$ 4.00	0
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Acknowledgement of Addenda

Addendum No.	Date Received
N/A	N/A

DRAFT

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: Band of Brotherhood Inc.
Contact Name: Mike Insero / CHRIS HALSE
Address: 665 Tamarac Rd.
City, State, Zip: Troy, N.Y. 12180
Telephone/Fax: (518) 730-6152 / (518) 221-2062
Email: mike@bandofbrotherhood.net / chris@bandofbrotherhood.net
FEIN:
(Federal Employee Identification Number) 83-4204363

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a ~~certified check~~*, ~~cash~~*, or a bid bond* for the sum of Thirteen thousand Dollars and zero cents ($13,000) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated June 14th, 2023 ** Band of Brotherhood a corporation organized under the laws of New York State

Signature of Bidder

Print Name of Signer of Bid CHRIS HALSE
Address 665 Tamarac Rd.
Troy, N.Y. 12180

* Cross out designations not applicable.

** Insert Bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

DRAFT

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Chris Hulse — Signature
Owner — Title
Board of Brotherhood Inc. — Company Name
6/14/2023 — Date

State of New York)
) SS:
County of Rensselaer)

On this 14th day of June, 2023, before me personally came and appeared Christopher Hulse to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

STEVEN P. ROCQUE
Notary Public, State of New York
Qualified in Rensselaer County
Reg. No. 01RO6338177
My Commission Expires March 7, 2024

END OF SECTION

DRAFT

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,

DRAFT

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

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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.

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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

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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

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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.

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6/14/23

SECTION 00 04 80

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: Band of Brotherhood Inc.

Signed by: Chris HALSE Title: OWNER

Signature: Chris Halse Date: 6/14/2023

Email: chris@bandofbrotherhood.net

DRAFT

SECTION 00 04 80

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

Resolved that CHRIS HALSE be authorized to sign and submit the bid or proposal of this corporation for Band of Brotherhood Inc. 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 Band of Brotherhood Inc corporation at a meeting of its board of directors held on the 19 day of MARCH 5TH, 2019.

(SEAL OF THE CORPORATION)

Chris Halse

Signature of Secretary

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

I, CHRIS HALSE hereby sign and submit this bid or proposal for Senior Center Roof 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.

Chris Halse — 6/14/2023

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: Band of Brotherhood Inc.

Signed by: Chris Halse Title: OWNER

Signature: CHRIS HALSE Date: 6/14/2023

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SECTION 00 04 81

STATEMENT OF SURETY'S INTENT **Bond # GM 200691**

To: THE TOWN OF ROTTERDAM

We have reviewed the Bid of Band Of Brotherhood
(Contractor)

of 665 Tamarac Rd Troy, N.Y. 12180
(Address)

for Rotterdam Senior Center Roof Replacement Project

(Project)

Bids for which will be received on June 16 th 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Great Midwest Insurance Company

David Cayemitte, Attorney-in-Fact

David R. Cayemitte

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

END OF SECTION

DRAFT

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David Cayemitte

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

CORPORATE SEAL — GREAT MIDWEST INSURANCE COMPANY — TEXAS CORPORATION

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090468

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 24th Day of October, 2022

CORPORATE SEAL — GREAT MIDWEST INSURANCE COMPANY — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DRAFT

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Band of Brotherhood

By: CHRIS HALSE

Title: OWNER

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Lenr Sclur)

On this 14th day of Jan, 20____, before me personally came and appeared Christopher Hulse to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

DRAFT

SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

DRAFT

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

Bond # GM 200691

CONTRACTOR:
(Name, legal status and address)

Band of Brotherhood
665 Tamarac Road Troy, NY 12082

SURETY:
(Name, legal status and principal place of business)

Great Midwest Insurance
Company 800 Gessner Rd,Ste 600
Houston, TX 77024

OWNER:
(Name, legal status and address)

The Town of Rotterdam

1100 Sunrise Blvd Rotterdam, NY 12306

BOND AMOUNT: $13,000

PROJECT:
(Name, location or address, and Project number, if any)

Town of Rotterdam Senior Center Roof Replacement - Contract No. 1 General Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

Init.

(1283017540)

Signed and sealed this 9th day of June, 2023

(Principal) (Seal)

Chris Halse, CEO of Band of Brotherhood
(Title)

(Witness)

(Surety) (Seal)

David Cayemitte, Attorney-in-Fact for Great Midwest Insurance Compan
(Title)

(Witness)

LATOYIA LACEY
Notary Public, State of New Jersey
Commission # 50181588
My Commission Expires January 6, 2027

STEVEN P. ROCQUE
Notary Public, State of New York
Qualified In Rensselaer County
Reg. No. 01RO6338177
My Commission Expires March 7, 2024

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User Notes:

(1283017540)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David Cayemitte

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 24th Day of October, 2022.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2021
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash & Invested Assets:		**Liabilities:**	
Cash and Short term Investments	$ 110,887	Loss and Loss Expense Reserves	$ 58,313
Bonds	106,614	Unearned Premium	30,412
Commons Stocks	21,100	Ceded Reinsurance Premium	6,613
Mortgage Loans	17,031	Other Liabilities	1,078
Other Invested Assets	12,470		13,768
Total Cash & Invested Assets	268,102	**Total Liabilities**	110,184
Other Assets:		**Capital and Surplus:**	
Premium Receivables	12,718	Common Stock	4,550
Reinsurance Recoverable	5,911	Gross Paid In & Contributed Capital	216,893
Tax Assets	8,123	Unassigned Funds (Surplus)	(12,096)
Other Assets	24,677		
Total Other Assets	51,429	**Total Capital and Surplus**	209,347
Total Assets	$ 319,531	**Total Liabilites, Capital & Surplus**	$ 319,531

CERTIFICATION

I, Mark W. Haushill, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2021.

Signature Mark W. Haushill

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 19 day of April, 2022.

STATE OF TEXAS
COUNTY OF HARRIS

On this 19 day of April 2022, before me, Christina Bishop, a Notary Public, personally appeared, Mark W. Haushill, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature Christina Bishop
Signature of Notary Public

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID: 131080488

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TITAN ROOFING INC

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SCANNED

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

MAY 2023

PREPARED BY:
BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGES SUBMITTED BY:

Name of Company: Titan Roofing, Inc.
Address: 200 Tapley Street
Springfield, MA 01104
Phone: 413-536-1624

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It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ☑

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ☑

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: ☑

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ☑

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ☑

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ☑

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ☑

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

Two hundred Twelve thousand dollars	$212,000	00
(Price Written in Words)	Dollars	Cents (Price Written in Figures)

Additive Bid Items

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/Deduct:

Eight dollars	8	00
(Price Written in Words)	Dollars	Cents (Price Written in Figures)

2. Additive Bid No. 2: Add/Deduct Unit price cost for the replacement of existing plywood sheathing as described in Section 00 01 60.16.

Add/Deduct:

Six dollars seventy five cents	6	75
(Price Written in Words)	Dollars	Cents (Price Written in Figures)

Acknowledgement of Addenda

Addendum No.	Date Received
	No addendums

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	Titan Roofing, Inc.
Contact Name:	Shawna Pazmino-Brook
Address:	200 Tapley Street
City, State, Zip:	Springfield, MA 01104
Telephone/Fax:	413-536-1624/ 413-533-2560
Email:	mail@titanroofing.com
FEIN: (Federal Employee Identification Number)	04-2630303

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of five percent of bid amount ($ 5%) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated June 16, 20 2023 ** Titan Roofing, Inc., a corporation organized under the laws of CT

Signature of Bidder

Print Name of Signer of Bid Shawna Pazmino-Brook
Address Titan Roofing, Inc.
200 Tapley Street
Springfield, MA 01104

* Cross out designations not applicable.

** Insert Bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

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SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature	Treasurer Title
Titan Roofing, Inc. Company Name	June 16, 2023 Date

State of MA)
) SS:
County of Hampden)

On this 16th day of June, 2023, before me personally came and appeared Shawna Pazmino-Brook to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

JENNIFER LEE ELMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 1, 2027

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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,

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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

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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.

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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

DRAFT

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.

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SECTION 00 04 80

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: Titan Roofing, Inc.

Signed by: Shawna Pazmino-Brook Title: Treasurer

Signature: _____ Date: June 16, 2023

Email: mail@titanroofing.com

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

Resolved that Shawna Pazmino-Brook be authorized to sign and submit the bid or proposal of this corporation for Rotterdam Senior Center 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 Titan Roofing, Inc. corporation at a meeting of its board of directors held on the 12th day of August, 2005.

(SEAL OF THE CORPORATION)

L Shevchuk
Leon Shevchuk, Asst. Secretary
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: Titan Roofing, Inc.

Signed by: Shawna Pazmino-Brook Title: Treasurer

Signature: _____ Date: June 16, 2023

DRAFT

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Titan Roofing, Inc.

By: _____

Title: Shawna Razmino-Brook, Treasurer

(CORPORATE SEAL IF ANY)

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STATE OF MA)
) SS:
COUNTY OF Hampden)

On this 16th day of June, 20 23, before me personally came and appeared Shawna Pazmino-Brook to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

JENNIFER LEE ELMER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 1, 2027

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SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

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END OF SECTION

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Titan Roofing Inc.

200 Tapley Street, Springfield, Massachusetts 01104

as Principal, hereinafter called the Principal,

and the Great American Insurance Company,

of 220 Forbes Road, Suite 207, Braintree, MA 02184, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Rotterdam, 1100 Sunrise Blvd., Rotterdam, NY 12306 as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount

Dollars ($ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Rotterdam-Senior Center Replace Roof, Rotterdam, NY

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of June, 2023.

Witness

Witness

Titan Roofing Inc. (Seal)
Principal

Shawna L Pazmino Brook, Treasurer
Title

Great American Insurance Company

By Ellen J. Young
Attorney-in-Fact

DRAFT

GREAT AMERICAN.
INSURANCE GROUP

Great American Insurance Group Tower
301 E. Fourth St.
Cincinnati, OH 45202

GREAT AMERICAN INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2022

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS		
Bonds	$ 5,473,101,482	Unpaid losses and loss expenses		$ 5,396,173,107
Stocks	1,291,625,478	Reserve for underwriting expenses		394,981,321
Mortgage loans on real estate	747,159,416	Reserve for unearned premiums		1,852,967,836
Real estate (net of encumbrances)	2,157,159	Ceded reinsurance premiums payable		196,030,365
Cash and short-term investments	281,542,115	Funds held under reinsurance treaties		765,518,543
Other invested assets	2,065,262,544	Provision for reinsurance		49,361,400
Receivable for securities	909,672	Retroactive reinsurance ceded		(66,612,054)
Investment income due and accrued	47,500,869	Other liabilities		184,945,627
Agents' and premium balances	798,036,114	Total liabilities		8,771,366,145
Reinsurance recoverable on loss payments	160,244,314			
Federal income taxes	18,043,725			
Net deferred tax asset	61,034,209			
Receivable from affiliates	12,299,832			
Receivable from Federal Crop Insurance Corporation	644,298,925			
Company owned life insurance	202,710,992	Capital stock	$ 15,440,600	
Funds held as collateral	57,086,887	Paid in surplus	895,623,901	
Funded deductibles	25,791,907	Special surplus funds	58,365,100	
Other admitted assets	42,364,009	Unassigned funds	2,190,373,926	
		Policyholders' surplus		3,160,003,527
Total	$ 11,931,369,672	Total		$ 11,931,369,672

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2022.

Subscribed and sworn to before me

this 28th day of February, 2023.

Controller

Assistant Secretary

Holly M Clayton
Public Notary

HOLLY M. CLAYTON
Notary Public, State of Ohio
My Commission Expires April 28, 2025

NOTARY PUBLIC STATE OF OHIO

DRAFT

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21454

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FRANK J. SMITH	ALL OF	ALL
ELLEN J. YOUNG	NATICK, MA	$100,000,000
DONNA M. ROBIE		
TARA L. CLIFFORD		
CHRISTINA D. HICKEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JUNE , 2020 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of JUNE , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of June , 2023 .

Assistant Secretary

S1029AH (03/20)

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SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam, NY

We have reviewed the Bid of Titan Roofing, Inc.
(Contractor)
of 200 Tapley Street, Springfield, MA 01104
(Address)
for Rotterdam-Senior Center Replace Roof, Rotterdam, NY

(Project)

Bids for which will be received on June 16, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:
Tara L Clifford
Tara Clifford, Attorney-in-Fact

Ellen J. Young, Attorney-in-Fact
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

DRAFT

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 21454

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FRANK J. SMITH ELLEN J. YOUNG DONNA M. ROBIE TARA L. CLIFFORD CHRISTINA D. HICKEY	ALL OF NATICK, MA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of JUNE , 2020 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of JUNE , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of June , 2023 .

Assistant Secretary

S1029AH (03/20)

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S&L ROOFING & SHEETMETAL INC

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CONTRACT DOCUMENTS

FOR

SCANNED

TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

MAY 2023

PREPARED BY:
BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGES SUBMITTED BY:

Name of Company: S+L Roofing & Sheetmetal
Address: 5640 Depot Rd Voorheesville NY 12186
Phone: 518-765-5088

DRAFT

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

Two Hundred + Twenty Three Thousand Five Hundred	223,500	00
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Additive Bid Items

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/Deduct:

Thirty Five Dollars	35	00
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

2. Additive Bid No. 2: Add/Deduct Unit price cost for the replacement of existing plywood sheathing as described in Section 00 01 60.16.

Add/Deduct:

Four Dollars + Fifty Cents	4	50
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Acknowledgement of Addenda

Addendum No.	Date Received
NONE	

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: S+L Roofing + Sheetmetal Inc.
Contact Name: Jeff Smolen
Address: 5640 Depot Rd.
City, State, Zip: Voorheesville NY 12186
Telephone/Fax: 518-765-5088 + 518-765-5090
Email: JSmolen@SLroofingny.com
FEIN:
(Federal Employee Identification Number) 14-1817891

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of 5 % ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 6/8/ 2023 **

S+L Roofing + Sheetmetal Inc.

Signature of Bidder

Print Name of Signer of Bid Jeff Smolen

Address 5640 Depot Rd
Voorheesville NY 12186

* Cross out designations not applicable.

** Insert Bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

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SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

[signature] President
Signature Title

S+J Roofing & Sheetmetal 6/16/23
Company Name Date

State of New York)
) SS:
County of Albany)

On this 16th day of June, 2023 before me personally came and appeared Jeff Smolen to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Lori Little

LORI LITTLE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. #01LI0006190
MY COMM. EXP. APRIL 25, 2027

END OF SECTION

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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,

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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

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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.

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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

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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

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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.

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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: S+L Roofing + Sheetmetal Inc.

Signed by: Jeff Smolen Title: President

Signature: Date: 6/16/23

Email: JSmolen@SLroofingny.com

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

Resolved that Jeff Smolen be authorized to sign and submit the bid or proposal of this corporation for S & L Roofing & Sheetmetal 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 S & L Roofing _____ corporation at a meeting of its board of directors held on the 2nd day of January _____, 2023

(SEAL OF THE CORPORATION)

Lori Little

Signature of Secretary

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

I, Jeff Smolen hereby sign and submit this bid or proposal for Roofing 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

6/16/23

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: S & L Roofing & Sheetmetal INC.

Signed by: Jeff Smolen Title: President

Signature: _____ Date: 6/16/23

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SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: S+L Roofing + Sheetmetal Inc.

By: _____

Title: President

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Albany)

On this 16th day of June, 2023 before me personally came and appeared Jeff Smolen to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

Lori Little 6/16/23

LORI LITTLE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. #01LI0006190
MY COMM. EXP. APRIL 25, 2027

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AIA® Document A310™ 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
S&L Roofing & Sheetmetal, Inc.
5640 Depot Road
Voorheesville, NY 12186

SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
Town of Rotterdam
1100 Sunrise Boulevard, Rotterdam, NY 12306

BOND AMOUNT: 5% Five Percent of Bid (5% of Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Town of Rotterdam Senior Center Roof Replacement

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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User Notes:
(1113732179)

Signed and sealed this 8th day of June, 2023

	S&L Roofing & Sheetmetal, Inc.
	(Principal) *(Seal)*
	President
(Witness)	*(Title)*
	Westfield Insurance Company
	(Surety) *(Seal)*
Alissa M. Cottrell, Bond Representative	Jaclyn M. Kelly, Attorney-In-Fact
(Witness)	*(Title)*

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User Notes: (1113732179)

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared
_____ ,
known to me to be the person ___ described in and who executed the foregoing instrument, and ____ he duly acknowledged to me that ___ he executed the same.

_____
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared
_____ ,
known to me to be a member of the firm of _____
described in and which executed the foregoing instrument, and ___ he thereupon acknowledged to me that ___ he executed the same as and for the act and deed of said firm.

_____
Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York
County of Albany] ss:
On this 16th day of June , 2023 before me personally appeared
Jeff Smolen ,
to me known, who being by me duly sworn, did depose and say: that he resides at Clermont NY ; that he Is President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Lori Little
Notary Public

LORI LITTLE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
REG. #01LI0006190
MY COMM. EXP. APRIL 25, 2027

SURETY ACKNOWLEDGEMENT

State of **New York**
County of **Schenectady**] ss:
On this **8th** day of **June** , **2023** before me personally appeared
Jaclyn M. Kelly ,
to me known, who being by me duly sworn, did depose and say: that **she** resides in the City of **Scotia, New York** ; that **she** is the **Attorney-In-Fact** of the above signed surety, the corporation described in and which executed the within instrument; that **she** knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that **she** signed **her** name thereto by like order.

Kimberly S. Sylvester
Notary Public

KIMBERLY S. SYLVESTER
Notary Public, State of New York
No. 01SY6069309
Qualified in Schenectady County
Commission Expires March 24, 2027

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POWER NO. 3130332 01
General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **JEANNE M. MALOY, KARA M. DERENZO, JACLYN M. KELLY, DEBORAH L. KRUMAN, ANDREA N. CARPENTER, JOINTLY OR SEVERALLY,** of **SCOTIA** and State of **NY** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit** -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **2nd** day of **August,** A.D., **2022.**

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper,
National Surety Leader and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **2nd** day of **August,** A.D., 2022, before me personally came **Gary W. Stumper,** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

By:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 8th day of, June A.D., 2023

By:

Frank Carrino, *Secretary*

BPOAC
(03-22)

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Financial Statement

Reset Form

December 31, 2021

Westfield Insurance Co.
Westfield Center, Ohio 44251-5001

WESTFIELD INSURANCE COMPANY
BALANCE SHEET
12/31/21
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	18,262
Bonds	1,419,633
Stocks	584,732
Agents' balances and uncollectd premiums, net	348,890
Other admitted assets	907,978
Total admitted assets	3,279,495
Liabilities	
Reserve for unearned premiums	518,783
Reserve for unpaid losses and loss expenses	977,113
Reserve for taxes and other liabilities	259,434
Total liabilities	1,755,330
Capital stock	8,220
Surplus to policyholders	1,515,945
Total surplus	1,524,165
Total liabilities and surplus	3,279,495

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....New York..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

SEAL

Sworn to before me this 9th day of February A.D. 2022.

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

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SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam

We have reviewed the Bid of S&L Roofing & Sheetmetal, Inc.
(Contractor)

of 5640 Depot Road, Voorheesville, NY 12186
(Address)

for Town of Rotterdam Senior Center Roof Replacement

(Project)

Bids for which will be received on June 16th, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Alissa M. Cottrell, Bond Representative

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

Westfield Insurance Company

Surety's Authorized Signature(s)

Kara M. Derenzo, Attorney-In-Fact

END OF SECTION

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MSI MID-STATE INDUSTRIES LTD

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SCANNED

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

MAY 2023

PREPARED BY:
BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGES SUBMITTED BY:

Name of Company:	Mid-State Industries, Ltd
Address:	1105 Catalyn Street
	Schenectady, NY 12303
Phone:	518-374-1461

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

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SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ☑

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ☑

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: ☑

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ☑

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ☑

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ☑

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ☑

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	Mid-State Industries, Ltd
Contact Name:	Micchael Lucey
Address:	1105 Catalyn Street
City, State, Zip:	Schenectady, NY 12303
Telephone/Fax:	518-374-1461
Email:	info@midstateltd.com
FEIN: (Federal Employee Identification Number)	14-1542080

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

Two Hundred Ninty Two Thousand Eight Hundred Eleven	292,811.	00
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Additive Bid Items

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/(Deduct):

Fifteen dollars per sq ft.	15.	00 per sq. ft
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

2. Additive Bid No. 2: Add/Deduct Unit price cost for the replacement of existing plywood sheathing as described in Section 00 01 60.16.

Add/(Deduct):

Three dollars twenty five cents per sq ft	3	25 per sq. ft
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Acknowledgement of Addenda

Addendum No.	Date Received
na	

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of five percent of bid price ($ 5%) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 6/17, 2023 ** a corporation organized under the law of NY

Signature of Bidder

Print Name of Signer of Bid Michael Lucey
Address 1105 Catalyn Street Schenectady, NY 12303

* Cross out designations not applicable.

** Insert Bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

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SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature	President Title
Mid-State Industries, Ltd Company Name	6/17/2023 Date

State of New York)
) SS:
County of Schenectady)

On this 17th day of June, 2023, before me personally came and appeared Michael Lucey to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

RICKY NARANG
Notary Public - State of New York
NO. 01NA6445516
Qualified in Rensselaer County
My Commission Expires Dec 19, 2026

END OF SECTION

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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,

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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

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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.

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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

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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

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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.

Signature

Michael Lucey, President

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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: Mid-State Industries, Ltd

Signed by: Michael Lucey Title: Presdient

Signature: _____ Date: 6/17/2023

Email: info@midstateltd.com

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

Resolved that Michael Lucey be authorized to sign and submit the bid or proposal of this corporation for Mid-State Industries, Ltd 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 Mid-State Industries, Ltd corporation at a meeting of its board of directors held on the 1 day of June, 2023.

(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:_____

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SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam

We have reviewed the Bid of Mid-State Industries, Ltd.
(Contractor)
of 1105 Catalyn Street, Schenectady, New York 12303
(Address)
for Senior Center Roof Replacement

(Project)

Bids for which will be received on June 16, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Hartford Casualty Insurance Company

Surety's Authorized Signature(s)

Renee A. Manny, Attorney-in-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

DRAFT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NFP PROPERTY & CASUALTY SVCS INC
Agency Code: 01-110009

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

David W. Cooper, Susan O. Fantauzzo, Pamela J. Koska, Mark C. Nickel of Pittsford NY, Maddalena Bucciero, Mary Dixon, Lori A. Francett, Kevin J. Garrity, Casey W. LaChapelle, Vikki L. LaVean, Renee A. Manny, John F. Murray Jr., Diane M. Peligian, Christopher Terzian, John C. Tickner, Thomas R. Tyrrell, Jennifer Susan Vanat, Tanya Volk of ALBANY, New York

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
ss. Lake Mary
COUNTY OF SEMINOLE

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

DRAFT

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam

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(Address)
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Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: _____

Hartford Casualty Insurance Company

_____
Surety's Authorized Signature(s)

Renee A. Manny, Attorney-In-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

DRAFT

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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

David W. Cooper, Susan O. Fantauzzo, Pamela J. Koska, Mark C. Nickel of Pittsford NY, Maddalena Bucciero, Mary Dixon, Lori A. Francett, Kevin J. Garrity, Casey W. LaChapelle, Vikki L. LaVean, Renee A. Manny, John F. Murray Jr., Diane M. Peligian, Christopher Terzian, John C. Tickner, Thomas R. Tyrrell, Jennifer Susan Vanat, Tanya Volk of ALBANY, New York

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
ss. Lake Mary
COUNTY OF SEMINOLE

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Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

DRAFT

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Mid-State Industries, Ltd

By: Michael Lucey

Title: President

(CORPORATE SEAL IF ANY)

DRAFT

STATE OF New York)
) SS:
COUNTY OF Schenectady)

On this 15 day of June, 2023, before me personally came and appeared Michael Lucey to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

RICKY NARANG
Notary Public - State of New York
NO. 01NA6445516
Qualified in Rensselaer County
My Commission Expires Dec 19, 2026

notary

END OF SECTION

DRAFT

Bid Bond

AIA® Document A310™ – 2010

CONTRACTOR:
(Name, legal status and address)
MID-STATE INDUSTRIES, LTD.
1105 Catalyn Street
Schenectady, NY 12303

Bond # MIDS6-13-23-2

SURETY:
(Name, legal status and principal place of business)

HARTFORD CASUALTY INSURANCE COMPANY
One Hartford Plaza T-4
Hartford, CT 06115

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Town Of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

BOND AMOUNT: Five Percent (5.00%) of the Amount Bid

PROJECT: Senior Center Roof Replacement
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of June, 2023

_____ *(Witness)*	*MID-STATE INDUSTRIES, LTD.* *(Principal)* *(Seal)*
_____ *(Witness)*	*HARTFORD CASUALTY INSURANCE COMPANY* *(Surety)* *(Seal)* *Renee A. Manny, Attorney-in-fact*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Init.AIA Document A310Tu– 2010. Copyright ®1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIe Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIe Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

STATE OF NEW YORK)
COUNTY OF Schenectady)

Bond No. **MIDS6-13-23-2**

CORPORATION

On this 17 day of June, 2023, before me personally came _____ to me known, being sworn by me, did depose and say that he/she resides in Schenectady that he/she is the Mike Lucey of **MID-STATE INDUSTRIES, LTD.** the corporation described in and which executed the above instrument; that he/she knows the said seal of such corporation; that the seal affixed to said instrument is such corporate seal; and that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn to and acknowledged on the above date, _____.

RICKY NARANG
Notary Public - State of New York
NO. 01NA6445516
Qualified in Rensselaer County
My Commission Expires Dec 19, 2026

STATE OF NEW YORK)
COUNTY OF ALBANY)

SURETY

On this **13th** day of **June, 2023** before me personally came **Renee A. Manny** to me known resides in **Rensselaer, NY** and duly sworn and says that he/she is the Attorney-in-fact of the **HARTFORD CASUALTY INSURANCE COMPANY** and knows the corporate seal and that it was affixed thereto by authority of the Power of Attorney of said Company; of which a certified copy is attached; and that he/she signed said instrument as an Attorney-in-Fact of said Company by like authority.

Sworn to and acknowledged on the above date, _____.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025

INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day of _____ _____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he thereupon acknowledged to me that he executed the same.

Sworn to and acknowledged on the above date, _____.

DRAFT

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NFP PROPERTY & CASUALTY SVCS INC
Agency Code: 01-110009

- [X] **Hartford Fire Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company,** a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois,** a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest,** a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
David W. Cooper, Susan O. Fantauzzo, Pamela J. Koska, Mark C. Nickel of Pittsford NY,
Maddalena Bucciero, Mary Dixon, Lori A. Francett, Kevin J. Garrity, Casey W. LaChapelle,
Vikki L. LaVean, Renee A. Manny, John F. Murray Jr., Diane M. Peligian, Christopher Terzian,
John C. Tickner, Thomas R. Tyrrell, Jennifer Susan Vanat, Tanya Volk of ALBANY, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 13, 2023.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

DRAFT

HARTFORD CASUALTY INSURANCE COMPANY

Indianapolis, Indiana

Financial Statement, December 31, 2022

Statutory Basis

ASSETS

U.S. Government Bonds	$	77,341,983
Bonds of Other Governments		21,492,162
State, County and Municipal Bonds		868,942,253
Miscellaneous Bonds		1,001,907,448
Stocks		2,175,593
Short Term Investments		0
	$	**1,971,859,439**
Real Estate	$	0
Cash		503,552
Agents' Balances (Under 90 Day)		46,150,843
Other Invested Assets		8,802
Miscellaneous		522,418,252
Total Admitted Assets	$	**2,540,940,888**

LIABILITIES

Reserve for Claims and Claim Expense		$	1,286,870,534
Reserve for Unearned Premiums			314,898,386
Reserve for Taxes, License and Fees			5,984,612
Miscellaneous Liabilities			25,744,803
Total Liabilities		$	**1,633,498,335**
Capital Paid In	$ 4,800,000		
Surplus	902,642,553		
Surplus as regards Policyholders		$	**907,442,553**
Total Liabilities, Capital and Surplus		$	**2,540,940,888**

STATE OF FLORIDA
SEMINOLE COUNTY } SS.
CITY OF LAKE MARY

Joelle L. LaPierre, Assistant Vice President and Phyllis Clark, Assistant Secretary of the Hartford Casualty Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2022.

Subscribed and sworn to before me
this 28th day of March 2023

Joelle L. LaPierre
Assistant Vice President

Mariluz Arce
Notary Public

Phyllis A. Clark
Assistant Secretary

MARILUZ ARCE
Notary Public - State of Florida
Commission # HH 287363
My Comm. Expires Jul 13, 2026
Bonded through National Notary Assn.

Form CS-19-37 HC printed in U.S.A.

DRAFT

RESOLUTION NO. 226.23

TO AUTHORIZE SUBMISSION OF A NEW YORK STATE WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) GRANT APPLICATION FOR THE TOWN OF ROTTERDAM WASTEWATER TREATMENT PLANT IMPROVEMENTS

WHEREAS, the Town Board of the Town of Rotterdam duly caused to be prepared a Preliminary Engineering Report (PER) recommending improvements to the Town wastewater treatment plant; and

WHEREAS, the proposed improvements to such wastewater treatment plant includes a sequencing batch reactor (SBR) biological treatment system, improvements to the primary clarification process and belt filter press, and rehabilitation of aged sewer mains, manholes, and appurtenances; and

WHEREAS, the PER shows the estimated costs of these improvements to be $20,000,000; and

WHEREAS, the Town Board now desires to pursue grant funding for the project under the New York State Water Infrastructure Improvement Act (WIIA) program; 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, Schenectady County, New York, hereby authorizes the submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application.

SECTION 2. The Town Supervisor is hereby authorized to submit an application on behalf of the Town for grant funding under the New York State Water Infrastructure Improvement Act (WIIA) Program, and to execute any agreements, instruments or other documents in connection with the Town's acceptance of any such grants and/or the funding thereof.

SECTION 3. The Town Supervisor may authorize any required local match required with respect to financing or grants awarded to the Town for the project through the use of cash and/or in-kind services.

SECTION 4. This resolution shall become effective July 5, 2023.

DRAFT

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 28, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Town Board to authorize the submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application.
TOWN BOARD MEETING:	July 5, 2023
Background Information:	Town Board of the Town of Rotterdam caused to be prepared a Preliminary Engineering Report (PER) recommending improvements to the Town wastewater treatment plant.
Evaluation/Analysis:	The proposed improvements to the wastewater treatment plant includes a sequencing batch reactor (SBR) biological treatment system, improvements to the primary clarification process and belt filter press, and rehabilitation of aged sewer mains, manholes, and appurtenances. The PER shows the estimated costs of these improvements to be $20,000,000. The Town should explore all grant and low interest loan opportunities in order to fund these improvements.
Recommendation(s):	Authorize the Town Supervisor to apply on behalf of the Town for grant funding under the New York State Water Infrastructure Improvement Act (WIIA) Program, and to execute any agreements, instruments, or other documents in connection with the Town's acceptance of any such grants and/or the funding thereof. The Town Supervisor should also be authorized to approve any required local match required with respect to financing or grants awarded to the Town for the Project using cash and/or in-kind services.
Attachment/Document(s):	N/A
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

DRAFT

RESOLUTION NO. 227.23

TO AUTHORIZE SUBMISSION OF A NEW YORK STATE WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) GRANT APPLICATION FOR THE TOWN OF ROTTERDAM WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the Town Board of the Town of Rotterdam (hereinafter the "Town") duly caused to be prepared a Preliminary Engineering Report (PER) recommending proposed improvements to the Town water system to include the addition of Well 6 with well house, the replacement of various critical and undersized pipelines with new 12-inch diameter to 30-inch diameter water main, the replacement of failing valves in the distribution system, and other water system upgrades necessary to meet the capacity demand of the Town; and

WHEREAS, the PER shows the estimated costs of these improvements to be $33,900,000 ;and

WHEREAS, the Town of Rotterdam Board now desires to pursue grant funding for the project under the New York State Water Infrastructure Improvement Act (WIIA) program; 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, Schenectady County, New York, authorizes the submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application.

SECTION 2. The Town Supervisor is hereby authorized to submit an application on behalf of the Town for grant funding under the New York State Water Infrastructure Improvement Act (WIIA) Program, and to execute any agreements, instruments, or other documents in connection with the Town's acceptance of any such grants and/or the funding thereof.

SECTION 3. The Town Supervisor may authorize any required local match required with respect to financing or grants awarded to the Town for the project through the use of cash and/or in-kind services.

SECTION 4. This resolution shall become effective July 5, 2023.

DRAFT

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 28, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Peter Comenzo – Sr. Planner
TITLE OF REQUEST:	Authorize the Town Supervisor to apply for grant funding under the New York State Water Infrastructure Improvement Act (WIIA) Program for Water Systems Improvements.
TOWN BOARD MEETING:	July 5, 2023
Background Information:	The Town of Rotterdam is proposing upgrades to the water system due to aging infrastructure and lack of capacity.
Evaluation/Analysis:	The Town Board caused to be prepared a Preliminary Engineering Report (PER) recommending proposed improvements to the Town water system to include the addition of Well 6 with well house, the replacement of various critical and undersized pipelines with new 12-inch diameter to 30-inch diameter water main, the replacement of failing valves in the distribution system, and other water system upgrades necessary to meet the capacity demand of the Town.
Recommendation(s):	Authorize the Town Supervisor to apply for WIIA grant funding and execute any agreements, instruments, or other documents in connection with the Town's acceptance of any such grants and/or the funding thereof.
Attachment/Document(s):	N/A
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Attorney for the Town / Supervisor's Office

DRAFT

RESOLUTION NO. 228.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT

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 supplement #1 to the engineering agreement with Barton and Logudice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for additional engineering services for the Rotterdam Senior Center Roof Replacement Project, for a lump sum not to exceed fourteen thousand and 00/100 ($14,000.00) dollars.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 29, 2023

TO: Town Board

FROM: C.J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Engineering Supplement – Senior Center Roof Replacement Project

TOWN BOARD MEETING: July 5, 2023

Background Information: Pursuant to Resolution 87.23 Barton and Logudice was retained for professional engineering services for the Roof Replacement Project at the Senior Center.

Evaluation/Analysis: During site visits and design, it was discovered that the upper EDPM roof requires repair to secure the roof and a hazardous building material assessment is required for the roof removal.

Recommendation(s): Approve the engineering supplement to the Barton and Logudice engineering agreement.

Attachment/Document(s): Barton and Logudice Supplemental No. 1
Resolution 87.23

Compliance with Purchasing Policy: Yes, Professional Service

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

DRAFT

Barton
&Loguidice

June 27, 2023

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town of Rotterdam
Rotterdam Senior Center Roof Replacement Project – Supplement #1 for Additional Services
File: 904.054.001

Dear Supervisor Collins:

In accordance with our recent discussions, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this proposal to the Town of Rotterdam (Town) as Supplement #1 to our previously authorized services for the Senior Center Improvements Project located at 2639 Hamburg Street, Rotterdam, New York. This supplement consists of additional design services to replace additional infrastructure that was discovered during our initial site visit and preliminary design services associated with the upper EPDM roof and include the following:

New caps for roof drains are required
Repair of brick parapet walls and EPDM roof terminations due to deteriorated conditions
Removal of overhanging light fixtures
Repointing/repair of the existing chimney
Removal/replacement of tile coping system
Removal/replacement of the roof access hatch and ladder
Addition of access hatch from 2nd floor hallway to roof attic space
Intake louver investigation and assessment
Additional hazardous building material assessment

This supplement is for professional services necessary to correct deteriorated building components identified above. The repairs and/or replacement of these building components will result in an improved weather tight envelope and extend the use of the building.

In general, B&L will develop Construction Documents for bidding of the above building component repairs as part of the Rotterdam Senior Center Roof Replacement Project.

Scope of Professional Services

B&L offers the following Scope of Engineering Services for your consideration:

Design Phase Services

1. Perform a detailed field edit of the building components identified above to verify existing conditions and recommendations for improvements.
2. Develop architectural and structural engineering design drawings for the roof replacement project based on the identified field edits. The items identified above will be incorporated into the design drawings.

DRAFT

3. Develop 95% Design Development drawings, contract bid documents, and technical specifications as part of the roof replacement project.
4. Submit the 95% Design Development drawings and specifications for review and comment.
5. Develop the final Contract Documents as part of the roof replacement project incorporating the applicable review comments received as a result of the 95% Design Development drawing review.

As you know, we were retained as part of the original agreement to complete the design of the roof replacement project. The above noted deficiencies were identified during our initial kick off meeting and site visit and necessitate additional design services noted in items 1 thru 5 above to repair/improve these existing deteriorated conditions.

Hazardous Building Material Assessment- Additional services needed based on our initial kick off meeting and site visit

Physically survey and sample suspect building roof materials located in all accessible areas facility. The building 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 building. This survey will include review of 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 roofing system 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 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.

DRAFT

- Analysis of any SFP and/or surfacing materials is contemplated by standard PLM analysis only. We will notify the Owner if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method.
- We will 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 a the soffit and fascia systems. 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 building roof area for the presence of other materials that may require addressing prior to renovation. 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.

Construction Contract Administration Phase

B&L has been retained in our original agreement to provide basic construction contract administration as part of the roof replacement project. Due to the extent of the improvements needed to remedy these deficient items, we are recommending a fee increase in construction phase services due to increase observation and administration effort.

Fee for Services

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for the fees indicated below. Services will be provided in accordance with the Terms and Conditions as specified herein.

Service	Fee	Fee Type
Design Phase Services	$8,500	Lump Sum
Hazardous Building Material Assessment	$2,300	Lump Sum
Construction Contract Administration Phase	$3,200	Lump Sum
Total:	**$14,000**	

Exclusions and Assumptions

1. All field investigations will be performed in coordination with the Town's designated project representative. Full access to the roof level will be required at the time of the scheduled services.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our Billing Rates for Calendar Year 2023, and/or B&L will prepare an itemized cost proposal for authorization by the Town.

Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

DRAFT

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President
TRB/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the original agreement Terms and Conditions.

_____ _____

Mollie Collins, Town Supervisor Date

DRAFT

COPY

RESOLUTION NO. 87.23 ORIGINAL

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, February 8, 2023, at 7:00 p.m., the following resolution was duly adopted:

TO AUTHORIZE AN AGREEMENT WITH BARTON AND LOGUIDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR A ROOF REPLACEMENT PROJECT AT THE ROTTERDAM SENIOR CITIZENS CENTER

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 Supervisor to negotiate and execute an agreement with Barton and Loguidice, located at 10 Airline Drive, Suite 200, Albany New York 12205, for a roof replacement project at the Rotterdam Senior Citizens' Center, located at 2639 Hamburg Street, Rotterdam New York 12306, for a lump sum not to exceed twenty thousand and 00/100 ($20,000.00) dollars.

SECTION 2. This resolution shall become effective February 8, 2023.

DATED: February 8, 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 on February 8, 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 February 10, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County, NY

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	February 2, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Proposal for Engineering Services- Rotterdam Senior Center Roof Replacement Project
TOWN BOARD MEETING:	February 8, 2023
Background Information:	The area of the building with the asphalt shingle roof system has exceeded its life expectancy, and is in need of replacement. The roofing system is failing and water is penetrating the structure causing significant damage. The metal fascia and soffits are also in poor condition, sections are missing, and the finish coatings are deteriorating.
Evaluation/Analysis:	B&L proposes to remove the existing roofing shingles down to/and exposing the existing plywood substrate; and the metal fascia and soffits would be removed in their entirety. An ice and water barrier IS recommended over all the existing plywood substrate, finished with a new 30 year architectural asphalt shingle roof system. The fascia and soffits would be re-trimmed with a new metal system(s).
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Barton & Loguidice for an amount not to exceed $20,000.00 for a roof replacement project.
Attachment/Document(s):	Barton & Loguidice proposal dated January 23, 2023.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

DRAFT

Barton
&Loguidice

January 23, 2023

Ms. Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Town of Rotterdam
Rotterdam Senior Center Roof Replacement Project
File: 704.4341

Dear Ms. Collins:

In accordance with your request, Barton & Loguidice, D.P.C. (B&L), is pleased to provide this letter proposal to the Town of Rotterdam (Town), for the Senior Center Improvements Project located at 2639 Hamburg Street, Rotterdam, New York. This proposed project is for professional services related to the replacement of a portion of the existing roof system at the Senior Center.

The building consists of existing upper and lower level flat roofs with a membrane roofing system. There is also a sloped/hipped roof of approximately 4,000 square feet that is an asphalt shingle roof system.

The area of the building with the asphalt shingle roof system has exceeded its life expectancy, and is in need of replacement. The roofing system is failing and water is penetrating the structure causing significant damage. The metal fascia and soffits are also in poor condition, sections are missing, and the finish coatings are deteriorating.

B&L proposes to remove the existing roofing shingles down to/and exposing the existing plywood substrate; and the metal fascia and soffits would be removed in their entirety. We would recommend an ice and water barrier over all the existing plywood substrate, finished with a new 30 year architectural asphalt shingle roof system. Additionally, the fascia and soffits would be re-trimmed with a new metal system(s).

Due to the notable water damage at the time of our last visit, when the existing roofing system is removed, a visual inspection should be performed to identify any plywood substrates that may be deteriorated and need replacement, prior to the installation of the new system(s). This scope is unknown at this time, and will be evaluated based on field conditions observed for any potential added cost.

B&L's services would include develop of Construction Documents for the Town's use in soliciting contractor bids for the replacement of the roofing system, fascia, and soffit trims, as indicated above. The Construction Documents would be formatted for one (1) single prime contract.

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B&L

Scope of Professional Services

B&L offers the following Scope of Engineering Services for your consideration:

Design and Bidding Phase

1. Perform a detailed field edit of the roof to verify penetrations, utilities, location mechanical equipment and dimensions in order to implement the roof replacement.
2. Develop architectural and structural engineering design drawings for the roof replacement project based on the identified field edits.
3. Develop 95% Design Development drawings, contract bid documents, and technical specifications for the roof replacement project.
4. Submit the 95% Design Development drawings and specifications for review and comment.
5. Develop the final Contract Documents for the roof replacement project incorporating the applicable review comments received as a result of the 95% Design Development drawing review. Final Contract Documents for bidding the project by General Contractors will include Contract Drawings and Specification Book including General Conditions/Provisions, Bidding Documents, Contract Agreement, and Technical Specifications.
6. Assist the Town with distribution of the Contract Documents to prospective bidders for competitive public bidding of the project.
7. Assist with bidders' questions and addenda (if required) during the competitive bidding of the project.
8. Attend the pre-bid meeting and project walkthrough with the Town and potential bidders during the bidding phase.
9. Review the bids received and provide the Town with a bid summary and recommendation of award.

Construction Contract Administration Phase

B&L will provide basic construction contract administration during the roof replacement project. Construction administration services will include the following:

1. Preconstruction Meeting: Attend a Preconstruction Meeting prior to commencement of work at the site. Prepare and distribute associated meeting minutes.
2. Site Observation of Construction: Provide six (6) site observation to review the construction and the progress of Contractor's executed work.
3. Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
4. Shop Drawings/Submittals Review: Review and approve or, take other appropriate action, in respect to shop drawings and samples and other data which the Contractor is required to submit.

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5. Review potential Contractor change order proposals and make recommendations regarding scope and cost as related to the Contract.
6. Review Contractor payment applications and make recommendations regarding payment.
7. Provide one (1) site visit with the Town to review Contractor's punch list of minor work items to be completed.
8. Prepare and issue Notice of Substantial Completion along with recommendation for final payment.
9. Perform a final walkthrough of the project to confirm the project punch list is complete.

Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the above-described Scope of Professional Services for the fees indicated below. Services will be provided in accordance with the Terms and Conditions as specified herein. Costs, including reimbursable expenses, travel, are broken down as follows:

Service	Fee	Fee Type
Design and Bidding Phase	$10,000	Lump Sum
Construction Contract Administration Phase	$ 6,500	Lump Sum
Hazardous Building Material Assessment (See Appendix A for Hazardous Material Assessment)	$ 3,500	Lump Sum
Total:	$20,000	

Exclusions and Assumptions

1. All field investigations will be performed in coordination with the Town's designated project representative. Full access to the roof level will be required at the time of the scheduled work.
2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
3. Items that are excluded from our proposal, or which may be considered additional services, or are considered expenses, shall include, but not be limited to:
    a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
    b. Life Cycle Cost Analysis for systems alternatives.
    c. FF&E and moveable equipment selections and specifications.
    d. Special Inspections are by others.
    e. ComCheck, energy modeling, commissioning and testing of systems is excluded.

Additional Services

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our Billing Rates for Calendar Year 2023, and/or B&L will prepare an itemized cost proposal for authorization by the Town.

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Please indicate your acceptance to this proposal by signing in the space provided below, and returning one copy of this letter to my attention by mail, or email, at your earliest convenience. We appreciate the opportunity to provide continued service to the Town of Rotterdam.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

TRB/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie A. Collins
Ms. Mollie Collins, Town of Rotterdam Supervisor

2/10/2023
Date

DRAFT

APPENDIX A

Scope of Service
Hazardous Building Material Assessment

Physically survey and sample suspect building roof materials located in all accessible areas facility. The building 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 building. This survey will include review of eexterior 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 roofing system 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 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 Owner if any SFP or surfacing material contains vermiculite as identified by the laboratory. If the SFP or surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. It will then be required to be analyzed by a specific analysis instituted by NYSDOH. The specific sampling protocol and laboratory analysis to determine asbestos content for Sprayed-on Fireproofing containing vermiculite (SOF-V) is analytical method ELAP 198.8. In the absence of sampling, the material determined to contain vermiculite is required to be a presumed asbestos containing material (PACM). Analytical costs

for this method are exorbitant. However, the cost to address the SFP as PACM would be significant versus the laboratory costs to potentially refute the presence of asbestos. Our lump sum fee does not include collection and analysis by this method.

- We will 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 a the soffit and fascia systems. Paint samples will be analyzed by Atomic Absorption Spectrometry (AAS) for the presence of lead. Contractors disturbing paint containing lead are required to follow the OSHA Construction Standard for Lead (29 CFR 1926.62). This standard regulates paint if any detectable level of lead is determined to be present. All sample locations and results will be documented on available drawings. Referenceable regulatory levels for considering paint to be lead containing is 0.5% lead by weight or 1.0 milligrams per square centimeter (mg/cm^2). Contractors' work that disturbs paint with any measurable level of lead must comply with the applicable OSHA standard. All sample locations and results will be documented.
- Once laboratory results determine lead content we will document the extent of LBP. A list of surfaces identified to be covered with LBP will be provided along with an estimate of loose and flaking paint.

Hazardous Building Material Assessment/Universal Waste

B&L will conduct an assessment of the building roof area for the presence of other materials that may require addressing prior to renovation. 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.

Fee Summary

Barton & Loguidice, D.P.C., proposes to provide the above-described Scope of Services for a lump sum fee of Three Thousand Five Hundred Dollars ($3,500).

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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. 229.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR THE PUMPING STATION ROOF ASBESTOS INVESTIGATION AND SAMPLING SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services to provide asbestos investigation and sampling analysis, for the Pump Stations Roofs, in an amount not to exceed two thousand eight hundred and 00/100 ($2,800.00) dollars, and Technical Specifications, only if asbestos is found, in an amount not to exceed one thousand eight hundred and 00/100 ($1,800.00) dollars, and Sample Analysis in an amount not to exceed seven hundred eighty and 00/100 ($780.00) dollars for a total lump sum fee not to exceed five thousand three hundred eighty and 00/100 ($5,380.00) dollars.

SECTION 2. This resolution shall become effective on July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastrojanni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 28, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide asbestos investigation and sampling analysis for the Pump Stations Roofs

TOWN BOARD MEETING: July 5, 2023

Background Information: The existing two Pump Stations roofs off Main Street are in poor condition and need to be replaced. Prior to removal of the existing roofing system, we need to determine if there are any asbestos materials. B&L will provide technical services that includes asbestos investigation and sampling. Also, if asbestos is found to exist, provide technical specifications for its removal.

Evaluation/Analysis: The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost for the providing asbestos investigation and sampling services for lump sum amount of $2,800.00, along with an additional estimated amount of $780.00 for the sampling analysis. If asbestos is found to exist, I recommend that the Town Board approve an additional lump sum amount of $1,800.00 for preparing the specifications needed to hire the services of a contractor to remove the asbestos.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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Barton & Loguidice

June 28, 2023

Mollie Collins
Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Request for Proposal – Pumping Station Roof Asbestos Investigation and Sampling Services
Town of Rotterdam
File: P708.6493

Dear Mollie:

In accordance with our understanding of the scope of work, we are providing this fee and services proposal for investigation and sampling of suspect asbestos-containing materials potentially impacted by the planned roof replacement project for two pumping stations located behind the property at 1212 Main Street, Rotterdam, New York. B&L can also provide technical specification for asbestos abatement if requested by the Town of Rotterdam (Town).

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Asbestos Investigation and Sampling: We will schedule and coordinate access for the completion of inspections for asbestos by a NYSDOL accredited Building Inspector. We anticipate providing a single survey team for completion of the asbestos investigations and sampling. We will need complete access to the interior and exterior of each building, including the roof. Our services will include the following.

- The investigation/assessment will be conducted in accordance with the New York State Industrial Code Rule 56 and U.S. EPA requirements for the identification of asbestos prior to demolition.
- Sampling as necessary to clarify extent of materials will be at the discretion of the inspector. Triplicate sets of samples from friable materials will be collected and analyzed for the presence of asbestos from those systems not previously sampled. A minimum of two samples will be collected for analysis from non-friable organically bound materials (NOBs). If necessary, follow up transmission electron microscopy (TEM) will be performed on those samples determined to be negative for asbestos by PLM.
- We will provide a pre-demolition report summarizing the sampling results and the impact of ACM in the affected structures. The data collected during the survey will be compiled in tabular form for reporting. Our report will include a summary of our review, materials sampled, sample location information, and condition of each material sampled.

10 Airline Drive ▪ Albany, NY 12205 ▪ Office: 518-218-1801 ▪ BartonandLoguidice.com

The experience to listen
The power to solve

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Task 2 – Technical Specifications: Our effort for this portion of the project will include preparation of technical specifications to be provided to the Town for bidding purposes. A description is provided below:

- Project technical specifications to address asbestos impacting the project will be developed that will identify the scope of removal in the project areas and cite regulations and standards applicable to the project. Performance criteria as they relate to the removal and disposal of materials will be defined. Levels of personal protection, acceptable equipment/materials, and execution of material removal and specific coordination items between trades will be identified in the specification.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fees

Our fees for the provision of the services defined above for are provided below. The lump sum fee below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.

Tasks	Description	Lump Sum Fee
1	Asbestos Roof Survey, Sample Collection and Report	$2,800
2	Technical Specifications (If Requested by the Town)	$1,800

Sample Analysis for Tasks 1 (Reimbursable)	Estimated Quantity	Rate/ Analysis	Estimated Total Cost
Polarized Light Microscopy (PLM – friable)	6	$12	$72
PLM – Gravimetric Reduction (NOB sample)	12	$22	$264
TEM – Follow-Up for NOB	12	$37	$444
Estimated Lab Total (Reimbursable):			**$780**

Assumptions

1. Any field investigations will be performed in coordination with the owner's representatives. Full access to all building spaces will be required at the time of the scheduled surveys.
2. Invasive investigations will be required to attempt to clearly identify materials and existing conditions. Generic repairs will be made utilizing suitable non-ACM materials.

3. Additional sampling and analysis shall be reimbursed at the unit rates listed above. **We will adjust our final fee based on the actual number of each type of analyses. We will only invoice for the actual number of analyses.**
4. Roof sampling will be performed. At sample locations, generic repairs will be made utilizing suitable non-ACM materials. B&L cannot be held responsible for any subsequent leakage, the Owner is encouraged to hire a commercial roofing contractor to preform patching if possible.
5. Our design fee does not include preparation and submittal for project specific variances for the completion of the asbestos work.
6. B&L cannot be responsible for review or approval of any aspects of the asbestos contractor's insurance or bonding for the project due to insurance constraints.
7. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work or revisions beyond that stated, or any other service not described herein shall be provided following negotiation/acceptance of additional fees.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie Collins, Town Supervisor

DateTown of Rotterdam

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STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION NO. 230.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR MOLD ASSESSMENT SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice, located at 10 Airline Drive, Suite 200, Albany, New York 12205, for professional engineering services to provide mold assessment services at the 1015 Princetown Road structure, in an amount not to exceed one thousand four hundred fifty and 00/100 ($1,450.00) dollars.

SECTION 2. This resolution shall become effective on July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 28, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide mold assessment services at the 1015 Princetown Road structure.

TOWN BOARD MEETING: July 5, 2023

Background Information: A break of the water main occurred on May 11, 2023, resulting in flooding and a potential mold concern within a private residence adjacent to the break. B&L will identify to the extent possible of mold impact, determining the best means for remediation and/or mold prevention measures, and providing this assessment to the Town.

Evaluation/Analysis: The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost to provide mold assessment services at 1015 Princetown Road for the lump sum amount of $1,450.00.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

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Barton & Loguidice

May 16, 2023

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Proposal for Mold Assessment Services
File: 708.6468

Dear Ms. Collins:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal to provide mold visual assessment services for the below referenced private residence within the Town of Rotterdam (Town). Based on the information provided, a break in a Town water main occurred on May 11, 2023, resulting in flooding and a potential mold concern within a private residence adjacent to the break. The private residence of concern is located at 1015 Princetown Road, Rotterdam New York. Our efforts will be focused on identifying the extent of mold impact, determining the best means for remediation and/or mold prevention measures and providing this assessment to the Town.

An overview of our proposed services, schedule and associated fees is presented below.

Mold Visual Assessment

Building spaces will be inspected to verify or discount the presence of visible mold growth. Areas with apparent water staining or discoloration will be checked for standing water or excessive moisture. The inspection will focus on affected areas of the basement and any areas of visible staining of the building materials present. Based on the findings of the inspection, an email assessment report will be prepared identifying the areas of concern, site conditions, observations based on the visual assessment and recommendations for remediation and preventative maintenance.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fees

Our fees for the provision of the services defined above for are provided below. The lump sum fees below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work.

Task	Description	Lump Sum Fee
1	Mold Visual Assessment and Report	$1,450

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Assumptions

1. B&L will require unimpeded access throughout the facility on the dates and times of the sampling field effort.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/DHF/JER
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Mollie Collins, Town Supervisor
Town of Rotterdam

Date

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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.

The experience to
listen
The power to
solve℠

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Barton
&Loguidice

www.bartonandloguidice.com

RESOLUTION NO. 231.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR PROFESSIONAL ENGINEERING SERVICES FOR THE KIWANIS INTERNATIONAL PARK WATERFRONT ACCESS IMPROVEMENTS PROJECT

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, New York 12205, for professional engineering services relating to the Kiwanis International Park Waterfront Access Improvements Project, in an amount not to exceed forty thousand and 00/100 ($40,000.00) dollars.

SECTION 2. This resolution shall become effective on July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: June 29, 2023

TO: Town Board

FROM: C.J. Dodson, Deputy Supervisor

TITLE OF REQUEST: Engineering Agreement – Kiwanis International Park Waterfront Access Improvement Project

TOWN BOARD MEETING: July 5, 2023

Background Information: The Town secured a grant with the Department of State that incudes a 25% match for rehabilitation of the boat launch facility and dock at Kiwanis International Park.

Evaluation/Analysis: Barton and Logudice was selected as the engineering consultant for this project pursuant to an RFQ.

Recommendation(s): Retain Barton and Logudice for professional engineering services for the Kiwanis International Park Waterfront Access Improvement Project.

Attachment/Document(s): Agreement between Town of Rotterdam and Barton and Logudice.
Department of State Contract C1002040.

Compliance with Purchasing Policy: Yes – Professional Services

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

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AGREEMENT
BETWEEN
TOWN OF ROTTERDAM
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT ("Agreement") effective as of July 5, 2023 ("Effective Date") between the Town of Rotterdam ("Owner") and Barton & Loguidice, D.P.C. ("Consultant").

Consultant agrees to provide those professional services specifically described in Exhibit A ("Scope of Services") to Owner for the Kiwanis International Park Waterfront Access Improvements project ("Project"), which is incorporated by reference herein.

Owner and Consultant further agree as follows:

1.01 Basic Agreement

A. Consultant shall provide, or cause to be provided, the Services set forth in this Agreement, and Owner shall pay Consultant for such Services as set forth in Paragraph 4.01. In the event of any inconsistency between Exhibit A and the terms of this Agreement, the terms of this agreement shall control.

B. The use of standard business forms, including but not limited to Owner's purchase orders, are solely for the convenience of the parties and none of the provisions thereof shall in any way limit, alter or modify the terms of this Agreement whether or not any such document is signed.

2.01 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 and its Subconsultants may use and rely upon the information, work product and services provided or performed by others, including, but not limited to, Owner's consultants, contractors, manufacturers, and suppliers.

C. 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.

D. If, through no fault of Consultant, the orderly and continuous progress of Consultant's services is impaired, its services are delayed or suspended, or the Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

E. The Owner shall notify the Consultant within (7) day's from when the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies on the Consultant's Instruments of Service.

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F. 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.

G. The Contract Documents for construction contracts prepared as a service under this Agreement are to be the Consultant's template Contract Documents, including but not limited to General Conditions, General Requirements, Information for Bidders and bidding documents, as may be amended by the Owner.

H. 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.

I. 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.

J. 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.

K. Consultant shall be responsible only for those Construction Phase services expressly required of Consultant in Exhibit A, Scope of Services. With the exception of such expressly required services in Exhibit A, Consultant shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services, unless otherwise added to the Scope of Services by supplemental agreement. Owner waives all claims against the Consultant that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Consultant in Exhibit A.

L. 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.

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M. Owner shall bear full responsibility and liability for the generation, existence, or presence of any toxic, hazardous, radioactive, infectious, mutagenic, teratogenic, carcinogenic, explosive, combustible, or other dangerous substances ("hazardous materials") pre-existing at the site. Owner affirms certain additional responsibilities under the Agreement, including without limitation the following:

1. Owner shall grant or cause to be granted a license of right-of-way to Consultant to access all sites necessary for the performance of the Services under this Agreement.
2. Owner shall furnish or cause to be furnished to Consultant all documents and information known to Owner that relate to the identity, location, quantity, nature, or characteristics of any hazardous materials at or near the site(s).
3. Unless otherwise required by law or set forth in this Agreement, Owner shall be responsible for accurately locating and prominently marking all buried, concealed, or submerged pipes, tanks, cables, utilities or other man-made obstructions ("underground facilities") that may affect or be affected by Consultant's services.

N. 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.

O. 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.

P. 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.

Q. Owner and Consultant may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If the Scope of Services does not establish protocols for electronic or digital transmittals, then Owner and Consultant shall jointly develop such protocols. 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.

3.01 Insurance

A. Owner and Consultant shall procure and maintain insurance as set forth in Exhibit B, "Insurance". Each party shall cause the other party to be listed as an additional insured on applicable general liability insurance policies.

B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Consultant's interests in the Project. Owner shall require Contractor to cause Consultant and its Subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

C. Owner and Consultant shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit B, "Insurance". Such certificates shall be furnished prior to commencement of Consultant's services and at renewals thereafter during the life of the Agreement.

D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Consultant and to each other additional insured (if any) to which a certificate of insurance has been issued.

4.01 Payment for Services

A. **Payment (Lump Sum Basis).** Owner shall pay the Consultant a Lump Sum amount of $40,000. Unless specifically indicated otherwise in this Agreement, Consultant's charges for subcontracted services shall be included in the lump sum payment amount noted herein.

B. Preparation of Invoices. Consultant will prepare an invoice in accordance with Consultant's standard invoicing practices and submit the invoice to Owner. Invoices will be prepared on a percentage complete basis.

C. Payment of Invoices. Invoices are due and payable within thirty (30) days of the date of the invoice. If Owner fails to make a timely payment due Consultant, then Consultant may, without liability, after giving seven (7) 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.

5.01 Additional Services

A. If mutually agreed by Owner and Consultant, or if required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances, Consultant shall furnish services in addition to those set forth above and in Exhibit A ("Additional Services").

B. When reasonably practicable in Consultant's professional judgment, Consultant shall provide Owner a written request for authorization to perform Additional Services and obtain Owner's written authorization before performing said Additional Services. Consultant's written request may be transmitted by electronic mail or regular mail. Consultant's request shall include a description of the Additional Services required and an estimate of the cost thereof. If the Owner fails to authorize the Additional Services within seven (7) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to perform said Additional Services, nor shall Consultant bear any responsibility or liability for any costs, damages or delays resulting from the lack of said Additional Services.

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C. When, in Consultant's professional judgement, Additional Services are required to be provided on a schedule which does not allow time to obtain Owner's written authorization in advance, Consultant shall begin to provide said Additional Services. As soon as reasonably practicable thereafter, Consultant shall provide Owner written notice of its commencement of said Additional Services and its request for authorization to complete the Additional Services. Consultant's written requests may be transmitted by electronic mail or regular mail. If the Owner fails to authorize the Additional Services within (3) days after Consultant's mailing or transmission of Consultant's request, said request will be deemed to have been denied and Consultant shall have no obligation to complete said Additional Services, nor shall Consultant bear any responsibility or liability for any costs, damages or delays resulting from the lack or said Additional Services. Owner shall pay Consultant for the Additional Services performed prior to the effective date of Owner's denial.

D. 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, at cost plus ten (10) percent.

6.01 Dispute Resolution

A. 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 in Schenectady County.

B. If a dispute involves a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Consultant may seek to have its claim for fees resolved by a court of competent jurisdiction without first participating in mediation.

7.01 Accrual of Claims

A. 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.

8.01 Controlling Law

A. This Agreement is to be governed by the law of the state and county in which the project is located.

9.01 Indemnification and Liability

A. The Consultant and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) but only to the extent caused by their own respective negligent acts, negligent errors or negligent omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

B. In addition to the indemnity provided under Paragraph 9.01 A and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, partners, employees, and Consultant's Subconsultants from and against all costs (including attorneys' fees), losses, damages and liabilities arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, damage or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom.

C. To the fullest extent permitted by law, Consultant and the Owner 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.

D. In recognition of the relative risks and benefits of the Project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not 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, including, without limitation, active and passive negligence, breach of contract, breach of warranty, tort, strict liability, or equity, or liabilities that might arise out of the parties' indemnification obligations, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

10.01 Successors, Assigns, and Beneficiaries

A. 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 by Paragraph 10.01.B 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.

B. 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.

11.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Consultant:

1) upon seven (7) days' written notice if Consultant believes that Consultant is being requested by Owner to furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven (7) days' written notice if the Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.

3) Upon seven (7) days' written notice if Owner fails to pay an invoice when due.

4) In the event Consultant terminates this agreement for either of the above-specified reasons, Consultant shall have no liability to Owner on account of such termination or any resulting costs, damages or delays.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 11.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by Owner effective ten (10) days after the receipt of written notice by Consultant.

a. The terminating party under Paragraphs 11.01.A.1 or 11.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Project site, to complete 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.

b. In the event of any termination under Paragraph 11.01.A.1, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.

c. In the event of termination by Owner for convenience or by Consultant for cause, Consultant shall be entitled, in addition to payment for those items identified in Paragraph 4.01, to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts

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with Consultant's Subconsultants, and other related close-out costs, using reasonable methods of calculation including the methods and rates for Additional Services as set forth in Paragraph 5.01.

12.01 No Third Party Beneficiaries

A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Consultant.

13.01 Waiver

A. Non-enforcement of any provisions by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14.01 Total Agreement/Severability

A. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	Town of Rotterdam	CONSULTANT:	Barton & Loguidice, D.P.C.
By:		By:	
	Mollie A. Collins		Donald H. Fletcher
Title:	Town Supervisor	Title:	Senior Vice President
Date Signed:		Date Signed:	June 30, 2023

Address for giving notices:	Address for giving notices:
Town of Rotterdam	Barton & Loguidice, Attn: President
1100 Sunrise Boulevard	443 Electronics Parkway
Rotterdam, New York 12306	Liverpool, New York 13088

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Exhibit A - Scope of Services
Kiwanis International Park Waterfront Access Improvements Project

Task 1: Project Initiation Meeting (by Town)

The Town of Rotterdam (Town), the Department of State (Department), and any partners responsible for managing the project, shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Town, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Deliverables: *Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.*

Task 2: Project Advisory Committee (by Town)

Establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Deliverables: *Draft and final list of proposed members of project advisory committee. Project advisory committee established.*

Task 3: Procurement of Consultant (by Town)

Prepare a Request for Proposals (RFP) or similar instrument (if applicable) including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. Consultant services requested shall include all applicable tasks, activities and responsibilities outlined in the "Project Components" section of this work program.

The Town must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (https://ny.newnycontracts.com/). The Town must retain records of the procurement process including direct solicitation to MWBEs; results; and any actions that its subcontractors have taken toward meeting MWBE contract participation goals. To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow-up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how the scope of work maximizes opportunities for MWBE participation; and
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

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NYS Department of State requires a licensed professional engineer, architect or landscape architect licensed to practice in New York State for preparation and certification of final designs and construction documents, and for supervision of construction.

Submit the RFP or similar instrument to the Department for review and approval prior to release for solicitation of proposals.

Deliverables: *Approved RFP or similar instrument released through advertisement in local papers, the New York State Contract Reporter, or other appropriate means. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.*

Task 4: Subcontract and Compliance with Local Procurement Requirements (by Town)

Prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

Incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s).

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that the Town fully complied with applicable provisions of General Municipal Law and with local procurement procedures. A procurement certification form will be supplied by the Department.

The Town's procurement record and consultant selection are subject to approval by the Department.

The Town remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Deliverables: *Consultant(s) selected and approved by the Department. Executed subcontracts and written certification of compliance with procurement procedures.*

Task 5: Project Advisory Committee Meetings

Consultant (B&L) will participate in a second project meeting with the Town and Project Advisory Committee (PAC) to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information which would assist in completion of the project.

The Project Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Following each meeting, B&L shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

A total of three (3) PAC meetings is included in the scope of services: a kickoff meeting, and two design review meetings.

Deliverables: *Project Advisory Committee meetings. Written meeting summary of each meeting.*

Task 6: Site Reconnaissance

B&L will conduct site-specific reconnaissance, in preparation for design. Work may include, at a minimum, identification, analysis, and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site

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- Adjacent land and water uses
- Historic and archeological resources
- Soil groups as determined by publicly-accessible data
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Site constraints, needs, and opportunities

The following are specifically excluded from site reconnaissance:

- Formal boundary survey or any deed research. Existing tax maps will be used to locate the property lines.
- Bathymetric Survey
- Subsurface / Geotechnical Investigations
- Wetland Delineation
- Archeological Review Services
- Protected Species Habitat Assessment or Presence / Absence Surveys

Deliverables: *Map(s) and written summary describing the above information and any other appropriate information identified during the project initiation meeting. Maps and relevant data and information, submitted in either ArcGIS format, or similar product acceptable to the Department.*

Task 7: Schematic Designs and Alternatives Analysis

B&L will prepare schematic designs and alternative analysis of the facility or facilities, considering and including a summary of the following, as applicable:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to state-designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

In consultation with the Department and the project advisory committee, the Town shall select the preferred schematic design as the basis for final design and engineering/construction plans and specifications, or shall work with the consultant(s) to develop a final schematic design incorporating elements of, or building upon, the alternative schematic designs.

Deliverables: *Alternative analysis and preferred schematic designs.*

Task 8: Public Meeting (by Town)

Hold public information meeting to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Deliverables: *Public information meeting held. Minutes/Summary of meeting prepared including any presentations or handouts.*

Task 9: Permit Analysis and Pre-Permitting Meeting

Prepare an analysis of all federal, State, and local requirements for the selected schematic design alternative, such as necessary permits, reviews, and approvals. The analysis will include a written description of how requirements will be satisfied during development of the design. This analysis shall be submitted to appropriate project partners, permit review agencies, and the Department for review. A pre-permitting meeting with the Department and the identified federal, State, and local entities may be required to discuss revisions needed to satisfy regulatory requirements. The Town shall not work

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on developing final design prior to the Department approval of the permit analysis and Town response to comments from the pre-permitting meeting, if necessary.

Deliverables: *Written permit analysis. Pre-permitting meeting with identified entities. Town response to preliminary review comments by regulators.*

Task 10: Design Development

Prepare draft and final designs based on the selected schematic design. The designs shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project initiation meeting. The designs shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Deliverables: *Draft and final designs and supporting materials.*

Task 11: Certified Construction Documents

Prepare the final construction drawings, plans, specifications, and cost estimates. The final construction documents shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Construction shall not commence prior to addressing the Department's comments. Final construction documents must be certified by a licensed professional engineer, architect or landscape architect and the appropriate seal must be affixed to these documents.

Deliverables: *Final construction documents, certified by a licensed professional engineer, architect or landscape architect.*

Task 12: Environmental Quality Review

Prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If the lead agency makes a positive declaration of environmental impact, the Town shall prepare a Draft Environmental Impact Statement, advertise it as available for public review and comment, and complete the SEQRA process.

B&L will prepare Part 1 through 3 of a Short Environmental Assessment Form (SEAF) for use by the Town in compliance with environmental review required under the State Environmental Quality Review Act (SEQRA). It is assumed that the Town will serve as the SEQR lead agency and that the project will be declared an Unlisted Action under 6 NYCRR Part 617. We assume that any necessary Town Board resolutions will be completed by the Town and that the project's SEQR will not result in a positive declaration and will not require the preparation of an Environmental Impact Statement (EIS).

Deliverables: *SEQRA documents*

Task 13: Permits

Prepare the necessary permit or other approval applications and obtain the required permits or approvals from regulatory agencies. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Town or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include:

- federal agencies such as the United States Army Corps of Engineers; Federal Highway Administration; Federal Aviation Administration; Federal Communication Commission; Federal Energy Regulatory Commission.
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;

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- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization to use or occupy State-owned lands or waters overlying those lands; the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and potential authorizing regional agencies such as Port Authority; St. Lawrence Seaway; Canal Corporation; Metropolitan Transportation Authority; CSX railroad; Amtrak; Adirondack Park Agency; Hudson River-Black River Regulating District.
- agencies of a regional, county, city, town, village, or special purpose district, including: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Demonstrate the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

For the purposes of this agreement, the following permit applications are included:

- Canal Corporation Work Permit: B&L will prepare a Canal Permit Application (CC-W99072) package for submission to the NYS Canal Corporation and coordinate with the agency to obtain a work permit for the proposed improvements.
- Joint Application for Permit: B&L will prepare a Joint Application for Permit (JAP) package for submission to the US Army Corps of Engineers (USACE) and NYS Department of Environmental Conservation (NYSDEC) and coordinate with the agencies to obtain the necessary permits for the proposed improvements. The JAP package will include NYSDEC Supplement D-2 for the construction, reconstruction, or expansion of docking and mooring facilities. We assume that the proposed work will be eligible for a USACE Nationwide Permit (NWP) and will not require an individual permit.

Any permits other than those listed above (including developing a SWPPP) are specifically excluded.

Deliverables: *All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.*

Task 14: Bid Process and Selection of Construction Subcontractor (by Town)

Prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. The bid invitation shall require the respondents to demonstrate ability to satisfy any applicable MWBE requirements. Prior to distributing the bid invitation, the Town shall submit the bid invitation to the Department for review and comment.

Select the construction subcontractor(s) from the bid respondents and prepare a draft contract or contract(s). The Town must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Town must actively solicit bids for contracts and subcontracts from qualified State certified MWBEs which can be identified using the NYS Directory of Certified Firms (https://ny.newnycontracts.com/). To demonstrate good faith efforts to achieve MWBE contract goals the following should be retained:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow up;
- Written responses by MWBEs to the grantee/vendor's outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Description of how non-MWBE subcontractors' have engaged MWBEs to undertake part of the project's work or to procure equipment/ materials/supplies.

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Submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Deliverables: *Executed construction subcontract(s). Written certification of procurement procedures. Documentation of procurement including direct solicitation to MWBEs and actions taken toward meeting MWBE contract participation goals.*

Task 15: Installation of Project Sign (by Construction Contractor)

Prior to the start of construction, install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low-cost informational sign. A Sign Order Form is available upon request from the Department.

Deliverables: *Department-approved sign design, and photo-documentation that sign is installed in project area.*

Task 16: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, site preparation and construction work may begin according to the final design and construction documents. The Town or its subcontractor(s) shall notify the Department at regular intervals of work progress, including any delays which have occurred.

The Town, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections. The Town or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

For the purposes of this agreement, B&L will provide a total of a total of five construction (5) site inspections. Said inspections will be for limited duration and will be scheduled based on critical components of work.

Deliverables: *Written summary of periodic site visits including photo-documentation (pre-construction, during construction, and once the project is completed) and identification of any problems that need to be addressed.*

Task 17: Project Completion

Submit a statement that the work has been completed in accordance with the contract, the final design and construction specifications, and all permit requirements. The completion statement must be certified by a licensed professional engineer, architect, or landscape architect. The Town shall submit a set of completed construction plans, certified by a licensed professional engineer, architect, or landscape architect. The Town shall submit photo- documentation in the form of digital images of the completed project. The Department will not reimburse the Town for payment to consultant(s) or subcontractor(s) until the Department concurs that the work is complete.

Deliverables: *Statement of completion, certified as-built plans, and photo-documentation (including the photo GPS location where available)*

Task 18: MWBE Reporting (by Town)

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form C - Workforce Employment Utilization to report the actual work force utilized for this contract broken down by specified categories (every March 31, June 30, September 30 and December 31).
- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).

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- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Deliverables: *Ongoing reporting through NYSCS during the life of the contract. Form C submitted on a quarterly basis and Form D submitted as necessary.*

Task 19: Project Status Reports (by Town)

Submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Deliverables: *Completed project status reports submitted to the Department during the life of the contract.*

Task 20: Final Project Summary Report and Measurable Results (by Town)

Submit the Final Project Summary Report and Measurable Results electronically at: https://forms.office.com/g/eZERFeEeKM.

Deliverables: *Final Project Summary Report and Measurable Results submitted to the Department.*

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Exhibit B - Insurance
Kiwanis International Park Waterfront Access Improvements

Per provision 3.01.A of this Agreement, the kinds and amounts of insurance required are as follows:

a) A policy or policies providing protection for employees of the CONSULTANT in the event of job-related injuries, generally referred to as "Worker's Compensation Insurance".

b) Automobile Liability policies with a combined single limit of not less than $1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.

c) Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate	$2,000,000 Each Occurrence	$1,000,000
Products - Comp/Op Agg.	$2,000,000 Damage to Rented Premises	$100,000
Personal/Adv. Injury	$1,000,000 Medical Expense	$5,000

d) Excess Liability Insurance Umbrella Form, bodily injury and property damage combined:

Each Occurrence	Aggregate
$1,000,000	$1,000,000

e) Professional Liability Insurance, when applicable, including errors and omissions, shall be maintained with minimum limits of not less than One Million Dollars ($1,000,000).

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RESOLUTION NO. 232.23

TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1) ON A PORTION OF TAX PARCEL #59.19-1-4.1 KNOWN AS 2917 HAMBURG STREET

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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Single Family Residential (R-1) to Retail Business (B-1) request by Michael and Catherine McGuire, on ±10,645 square feet of ±14,575 square foot parcel (Lot 2). Property is known as 2917 Hamburg Street and is a portion of Tax Map No. 59.19-1-4.1.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

SECTION 3. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 28, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Declare Lead Agency on Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)
TOWN BOARD MEETING:	July 5, 2023
Background Information:	Michael & Catherine McGuire 1222 Angelo Drive Schenectady, NY 12303 Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request.
Recommendation(s):	Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize Zoning Officer to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Short Environmental Assessment Form (SEAF).
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Short Environmental Assessment Form
Part 1 - Project Information

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MAY 26 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

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

Michael & Catherine McGuire

Name of Action or Project:
2917 Hamburg St. Rotterdam, NY 12303 lot #2

Project Location (describe, and attach a location map):
2917 Hamburg St. Rotterdam, NY lot #2

Brief Description of Proposed Action:
lot is 14575 sq. feet of which 6022 sq. ft. are B1 and 8479 sq. fet are R1 - We would like to streamline into B1 zoning the whole lot.

Name of Applicant or Sponsor:	Telephone: [redacted]
Michael & Catherine McGuire	E-Mail: [redacted]

Address:
1222 Angelo Dr.

City/PO:	State:	Zip Code:
Schenectady, NY		12303

	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? 14575 ~~acres~~ sq. feet
   b. Total acreage to be physically disturbed? 14575 ~~acres~~
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 14941 ~~acres~~ sq. feet Adjacent lot

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

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	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: _____		

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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: Michael McDuve Catherine McGuire Date: 5/26/23

Signature: _____ Title: owners

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RESOLUTION NO. 233.23

TO RECOGNIZE THE INTRODUCTION OF LOCAL LAW NO.___ OF 2023; CHANGE OF ZONE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1); ON A PORTION OF TAX PARCEL #59.19-1-4.1 KNOWN AS 2917 HAMBURG STREET AND SCHEDULING A PUBLIC HEARING THEREON

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby recognizes the introduction of Introductory Local Law No. ____ of 2023; a Change of Zone request from Single Family Residential (R-1) to Retail Business (B-1).

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for by the following public 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 5th day of July, 2023 for the following purpose:

To recognize the introduction of Introductory Local Law ___ of 2023; a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1), by Michael and Catherine McGuire. Applicants would like to potentially construct a two-family residence. Property is known as 2917 Hamburg Street and is a portion of Tax Map No. 59.19-1-4.1.

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

DATED: July 5, 2023
Daily Gazette: Please publish once on July 9, 2023
Town Clerk
Post

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SECTION 3. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 28, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Call for a Public Hearing on Change of Zone from Single Family Residential (R-1) to Retail Business (B-1)
TOWN BOARD MEETING:	July 5, 2023
Background Information:	Michael & Catherine McGuire 1222 Angelo Drive Schenectady, NY 12303 Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. On May 2, 2023, the Rotterdam Planning Commission approved a two-lot subdivision for this parcel.
Evaluation/Analysis:	Planning Commission issued a positive recommendation on June 20, 2023 on the Change of Zone request.
Recommendation(s):	Town Board should call for a Public Hearing to be held August 9, 2023.
Attachment/Document(s):	Application Materials Planning Commission Report and Recommendation
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2023
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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MAY 09 2023

TOWN OF ROTTERDAM
PUBLIC WORKS

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TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: R1 and B1 - same lot

Proposed Zone Classification: B1 the whole lot

PART II
GENERAL INFORMATION

Legal Owner's Name: Michael & Catherine McGuire.
Mailing Address: 1222 Angelo Dr.
City: Schenectady State: NY Zip: 12303
Daytime Phone: [redacted] E-mail: [redacted]

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: _____

Mailing Address: _____
City: _____ State: _____ Zip: _____
Daytime Phone: _____ E-mail: _____
Project/Proposal Site Area: (Acres or sq. ft.) 14575 sq. ft
Assessor Tax Parcel No.(s) of Site: 59-19-1-4.1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

_____

Street Address of Proposed Site (if any): _____
_____

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Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)

Currently there is a residential bldg on lot that needs either tear down or refurbish.

School District: Mohonasen Fire District: Fire district #3

Water Supply: public

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)

2917 Hamburg St., Across from St. Adalbert Cemeteries, Next to St. Peters Rehab

Name of Public Road(s) Providing Access: Rt. 146, Hamburg St.

Width of Property Fronting on the Existing Public Road in Linear Feet: 20 ft.

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (X) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

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What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

lot is currently zoned 6022 sq. feet B1 and 8479 sq. ft. R1 - zoning line goes right thru current residence - would like to streamline into B1 zoning for possible duplex.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO X. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:
( ) Individual Wells (X) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
(X) Public Sewer ( ) Dry Sewer ( ) Community System ( )
Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 5/9/2023
Address: 133 MOHAWK AVE Phone: 518-393-0989
SCOTIA, NY Zip: 12302

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

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****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Michael McGuire
Address: 1222 Angelo Dr.
Schenectady, NY

Date: 5/9/23
Phone: [redacted]
Zip: 12303

Michael McGuire
Signature of applicant or representative

5/9/23
Date

NOTARY

STATE OF NEW YORK) ss: NY
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 9th day of May, 2023

NOTARY SEAL

Notary Signature

AALIYABANU M. VOHRA
Notary Public, State of New York
No. 01VO6433412
Qualified in Schenectady County
Commission Expires May 16, 2026

Notary Public in and for the State of New York
Residing at: Albany NY
My appointment expires: May 16th 2026

PLEASE AFFIX NOTARY SEAL HERE

DRAFT

****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Catherine McGuire
Address: 1222 Angelo Dr.
Schenectady, NY

Catherine McGuire
Signature of applicant or representative

Date:
Phone: [redacted]
Zip: 12303

5/9/23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 9th day of May, 2023

NOTARY SEAL

Notary Signature

AALIYABANU M. VOHRA
Notary Public, State of New York
No. 01VO6433412
Qualified in Schenectady County
Commission Expires May 16, 20 25

Notary Public in and for the State of New York
Residing at: Albany NY
My appointment expires: May 16th 2025

PLEASE AFFIX NOTARY SEAL HERE

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Name and Address of All Adjacent Landowners:

NAME: Battaglino Group
ADD: 2921 W. Old State Road
Schenectady, NY 12303
Property at 2925 Hamburg Street Tax ID # 59.16-1-5.1

NAME: R.A. O'Connor & L. Cook
ADD: 262 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.16-8-7.1

NAME: D.A. Kerzick
ADD: 2908 Hamburg Street
Rotterdam, NY 12303
Tax ID 59.16-1-3.1

NAME: M. Goff
ADD: 256 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.16-8-8

NAME: E.M. Brennan & J. Bissonett
ADD: 260 Stoodley Place
Rotterdam, NY 12303
Tax ID 59.16-8-7.2

NAME: _____
ADD: _____

NAME: _____
ADD: _____

NAME: _____
ADD: _____

DRAFT

TRUSTEE'S DEED

THIS INDENTURE, made the 15 day of December, Two Thousand Eleven,

Between **RUDOLPH J. QUIRINI, as Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007**, currently residing at 790 Westmoreland Drive, Niskayuna, New York 12309,

party of the first part, and

MIKE McGUIRE and CATHERINE McGUIRE, husband and wife, currently residing at 1222 Angelo Drive, Schenectady, New York 12303

parties of the second part,

Witnesseth that the party of the first part, by virtue of the power and authority given to him by The Helen Quirini Revocable Trust dated the 11th day of September 2007, and in consideration of FORTY-SEVEN THOUSAND FIVE HUNDRED and 00/100-------- Dollar ($47,500.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs and assigns forever,

R.P.T.S.A. TAX MAP IDENT. SEC. 59.19 BLK 1 LOT 4

ALL THAT TRACT OR PARCEL OF LAND TOGETHER WITH THE BUILDINGS THEREON situate, lying and being on the easterly side of the Schenectady-Guilderland Highway in the Town of Rotterdam, County of Schenectady and State of New York, bounded and described as follows: Beginning at a stake in the easterly line of the Schenectady-Guilderland Highway, said stake being 219.33 distant northerly measured along the easterly line of the Schenectady-Guilderland Highway, from the southerly line of the lands as heretofore conveyed by Andrew Rudesheim and Lena, his Wife, to Rudolf Tomaschek and Anna Goepfert by deed dated May 5, 1924 and recorded in the Schenectady County Clerk's Office in Book 317 of Deeds at page 44; Thence from said point of beginning easterly and at right angles to the said easterly line of the Schenectady-Guilderland Highway for a distance of 312.3 feet to a stake in the dividing line between the lands herewith described and the lands now or formerly belonging to Carl Sirker; Thence Northwesterly along the lands of said Carl Sirker, which is also the easterly line of the land heretofore conveyed to Anna Goepfert, a distance of 61.25 feet to a stake; Thence Westerly in a straight line which is at right angles to the said highway for a distance of 282.2 feet to a stake in the easterly line of said highway; Thence Southerly 53.33 feet along the easterly line of said Schenectady-Guilderland Highway to the point and place of beginning.

AND ALSO all that other Tract or Parcel of Land situate in the Town of Rotterdam, County of Schenectady, New York, briefly described as follows: Beginning at a point in the easterly side of the Schenectady-Guilderland Road, which point is distant 106.4 feet from a stake driven in the ground on the northwesterly corner of lands of one Russell; and running thence Easterly along the south side of the lands of Russell, a distance of 252.0 feet to a stake; Thence in a somewhat southeasterly direction and along the lands formerly belonging to Carl Sirker, a distance of 61.25 feet to a point; Thence at an angle to the last mentioned course and in a Westerly direction and in a line parallel to the southerly side of the lands of said Russell, a distance of 282.2 feet to a point in the easterly side of the Schenectady-Guilderland Road; Thence at an angle to the last mentioned course and in a Northerly direction and along the easterly side of the Schenectady-Guilderland Road, a distance of 53.33 feet to the point or place of beginning, be all the aforesaid dimensions more or less.

SUBJECT to all existing and enforceable covenants, conditions, restrictions and easements of record, if any, affecting said premises.

Being the same premises conveyed to Helen Quirini, Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007, by deed made by Helen Quirini, dated November 1, 2007 and recorded at the Schenectady County Clerk's Office on November 8, 2007 in Book 1778 of Deeds at Page 940.
1770

Also being the same premises conveyed by Frank X. Reisinger and Harriet A. Reisinger, his wife, to Helen Quirini, by deed dated September 21, 1948 and recorded in the Schenectady County Clerk's Office on October 26, 1948 in Liber 590 of Deeds at Page 17.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, the heirs or successors and assigns of the parties of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

Rudolph J. Quirini Trustee

RUDOLPH J. QUIRINI, as Trustee of The Helen Quirini Revocable Trust dated the 11th day of September 2007

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss:

On the 15 day of December in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **RUDOLPH J. QUIRINI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

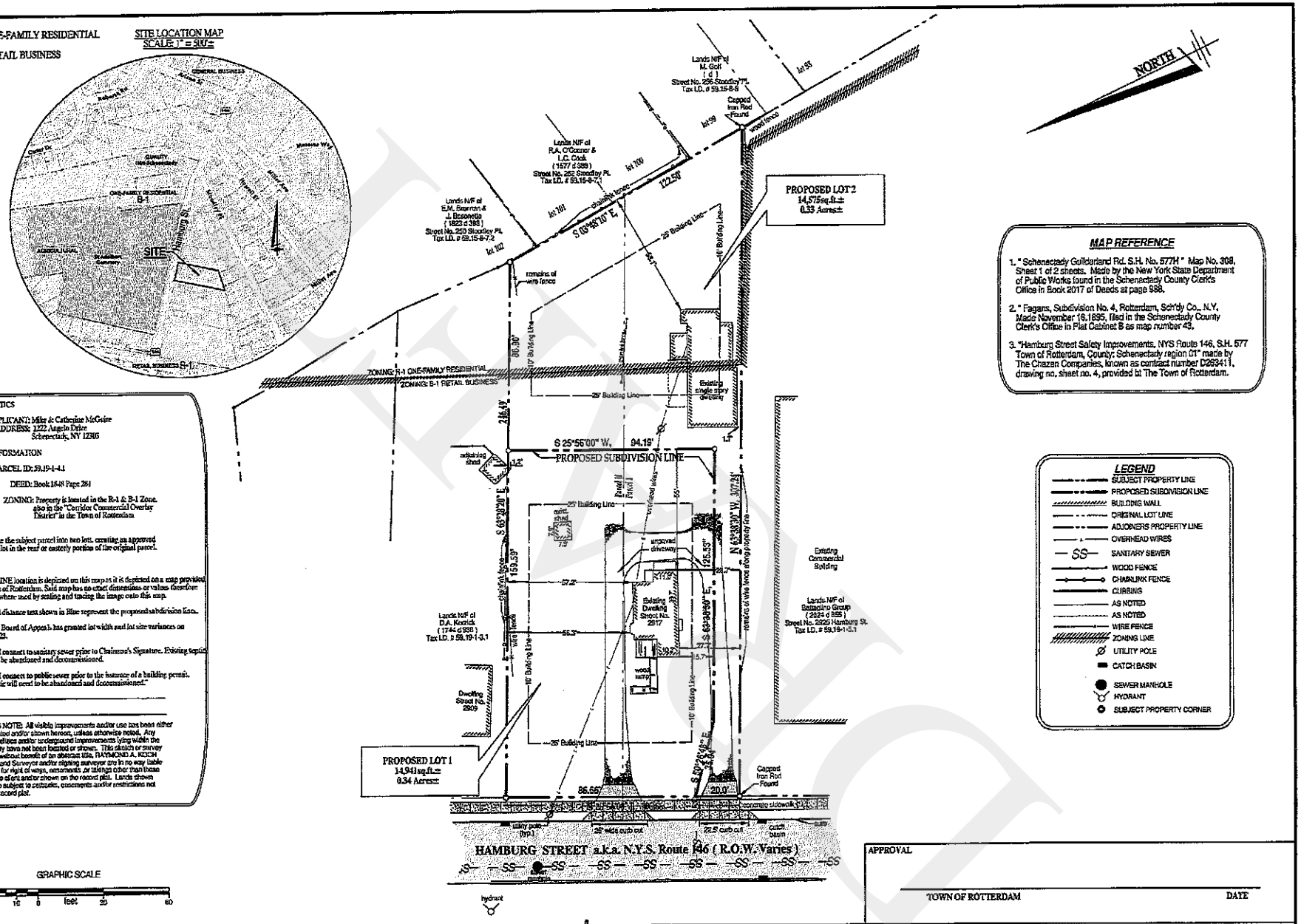
ANN M. SHARPE
Notary Public, State of New York
No. 02SH5042097
Qualified in Saratoga County
Commission Expires April 19, 2015

Notary Public

Record and Return to:
Mercadé Cotty McGuire
122 Ample Drive
Schenectady NY 12309

DEED Book 1848 Page 283
Doc No 2011-3779

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MAP REFERENCE

1. " Schenectady Guilderland Rd. S.H. No. 577H " Map No. 308, Sheet 1 of 2 sheets. Made by the New York State Department of Public Works found in the Schenectady County Clerk's Office in Book 2017 of Deeds at page 988.
2. " Fagans, Subdivision No. 4, Rotterdam, Sch'dy Co., N.Y. Made November 16,1895, filed in the Schenectady County Clerk's Office in Plat Cabinet B as map number 43.
3. "Hamburg Street Safety Improvements, NYS Route 146, S.H. 577 Town of Rotterdam, County: Schenectady region 01" made by The Chazen Companies, known as contract number D263411, drawing no. sheet no. 4, provided bt The Town of Rotterdam.

LEGEND

- SUBJECT PROPERTY LINE
- PROPOSED SUBDIVISION LINE
- BUILDING WALL
- ORIGINAL LOT LINE
- ADJOINERS PROPERTY LINE
- OVERHEAD WIRES
- SS SANITARY SEWER
- WOOD FENCE
- CHAINLINK FENCE
- CURBING
- AS NOTED
- AS NOTED
- WIRE FENCE
- ZONING LINE
- UTILITY POLE
- CATCH BASIN
- SEWER MANHOLE
- HYDRANT
- SUBJECT PROPERTY CORNER

SITE STATISTICS

OWNER/APPLICANT: Mike & Catherine McGuire
ADDRESS: 1222 Angela Drive
Schenectady, NY 12303

SUBJECT INFORMATION

TAX PARCEL ID: 59.19-1-4.1

DEED: Book 1848 Page 261

ZONING: Property is located in the R-1 & B-1 Zone. also in the "Corridor Commercial Overlay District" in the Town of Rotterdam

OBJECTIVE:

Subdivide the subject parcel into two lots, creating an approved building lot in the rear or easterly portion of the original parcel.

NOTES:

1. ZONING LINE location is depicted on this map as it is depicted on a map provided by the Town of Rotterdam. Said map has no other dimensions or values therefore best efforts where used by scaling and tracing the image onto this map.
2. Bearing and distance text shown in Blue represent the proposed subdivision lines.
3. The Zoning Board of Appeals has granted lot width and lot size variances on April 19, 2023.
4. Lot #1 shall connect to sanitary sewer prior to Chairman's Signature. Existing septic will need to be abandoned and decommissioned.
5. Lot #2 shall connect to public sewer prior to the issuance of a building permit. Existing septic will need to be abandoned and decommissioned."

SURVEYOR'S NOTE: All visible improvements and/or use has been either physically located and/or shown hereon, unless otherwise noted. Any underground utilities and/or underground improvements lying within the subject property have not been located or shown. This sketch or survey was prepared without benefit of an abstract title, RAYMOND A. KOCH Professional Land Surveyor and/or signing surveyor are in no way liable or responsible for right of ways, easements, or things other than those provided by the client and/or shown on the record plat. Lands shown hereon may be subject to setbacks, easements and/or restrictions not shown on the record plat.

APPROVAL

TOWN OF ROTTERDAM DATE

ORIGINAL FIELD SURVEY DATE: JANUARY 5, 2023
UPDATED: MAY 18, 2023
SCALE: 1" = 30'

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, subdivision 2, of the New York State Education Law"

DRAWING NO. 1 of 1

JOB/FOLDER NAME: Hamburg St 2917

FILENAME: Hamburg St 2917 Subdivision.PCS

TITLE:

PROPOSED SUBDIVISION AND ZONING CHANGE OF PREMISES KNOWN AS

STREET No. 2917

HAMBURG STREET

TOWN/VILLAGE OF: ROTTERDAM | COUNTY OF: SCHENECTADY | STATE OF NEW YORK

Only copies from the original of this survey map marked with an original of the land surveyor's inked embossed or colored seal shall be considered to be valid true copies.

LICENSED LAND SURVEYOR PLS #47416

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RAYMOND A. Koch P.L.S.
133 MOHAWK AVENUE
SCOTIA, NEW YORK 12302
LAND SURVEYORS
phone:(518) 393-0989 email: kochsurveyor@gmail.com

Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors and certifications shall run only to the person for whom the survey is originally prepared, and on their behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	Change in property line and lot areas	RB	4/5/23
2	DPW Comments March 7, 2023: # 3, 4 and 5 added to Notes	RK	5/18/2023

Short Environmental Assessment Form
Part 1 - Project Information

RECEIVED
MAY 26 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

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

Michael & Catherine McGuire

Name of Action or Project:
2917 Hamburg St. Rotterdam, NY 12303 lot #2

Project Location (describe, and attach a location map):
2917 Hamburg St. Rotterdam, NY lot #2

Brief Description of Proposed Action:
lot is 14575 sq. feet of which 6022 sq. ft. are B1 and 8479 sq. fet are R1 - We would like to streamline into B1 zoning the whole lot.

Name of Applicant or Sponsor:	Telephone: [redacted]
Michael & Catherine McGuire	E-Mail: [redacted]

Address:
1222 Angelo Dr.

City/PO:	State:	Zip Code:
q Schenectady, NY		12303

	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? 14575 ~~acres~~ sq. feet
   b. Total acreage to be physically disturbed? 14575 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 14941 ~~acres~~ sq. feet Adjacent Lot

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

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	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: _____ _____ _____		

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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: Michael McGuire Catherine McGuire Date: 5/26/23

Signature: _____ Title: owners

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Town of Rotterdam
Office of the Planning Commission

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

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

Resolution Number PC 19-2023
Moved by Mr. Signore seconded by Mr. Miglucci
Applicant: Michael and Catherine McGuire

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by the Michael and Catherine McGuire

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Michael and Catherine McGuire ("Applicant") for Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1; and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on June 14, 2023 for a report and recommendation thereon; and

WHEREAS, the Change of Zone application was presented to the Planning Commission at its regularly scheduled meeting held on June 20, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on June 20, 2023; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

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

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

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence. Currently, the parcel is known as 2917 Hamburg Street, Tax Map No. 59.19-1-4.1. on Cimino Lane. The rear portion of the parcel to be rezoned is currently zoned R-1. The property is surrounded by a mixed use of commercial and residential development. Hamburg Street was recently reconstructed and the property will be connected to the existing municipal water and sanitary sewer.

   If rezoned to B-1, the following uses would be permissible:

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Permitted uses.

- All uses permitted as of right in the R-1 and R-2 Districts, subject to the regulations specified in such residential districts.
- Personal service shops, including but not limited to barbershops, shoeshine shops, beauty parlors, dry-cleaning and laundry-pickup and -delivery shops and card shops.
- Banks, offices, restaurants, cafes, tearooms, grocery and meat stores, flower shops and similar retail establishments, except businesses primarily engaged in the sale of used goods, merchandise or machinery.
- Banking, confectionary, dressmaking, laundromats, printing, tailoring and upholstering, subject to the following provisions:
    - All such processing or manufacturing shall be done on the premises. Not more than five persons shall be employed at any one time.
- Indoor theaters, assembly halls, game rooms, billiard and pool parlors and bowling alleys.
- Funeral homes.
- Operations involving the repair, reconstruction, analysis or inspection of computers, electronic and communication equipment and similar components, provided that no manufacturing is performed and all operations are conducted within a completely enclosed building.
- Automobile parking lots with at least 10 parking spaces for private vehicles and a driveway for entrance and exit from such spaces. Such vehicles must be in running condition, able to be driven at any time under their own power. Lots for the sale or lease of motor vehicles are specifically prohibited.
- Antique sales and secondhand stores, provided that such establishments shall conduct all activities and storage entirely within an enclosed building.

Special uses.

- Drive-in establishment accessory to a permitted use.
- Public utility or communications installations.
- Convenience store.
- Car wash.
- Fence companies, retail and wholesale.
- Disturbance on a wetland or watercourse area of any class or in a wetland or watercourse buffer area as defined in this chapter.
- Hotels and Motels.
- Hospitals.
- Care homes.

The primary effect of a change of zone would be to make the zoning consistent for the entire lot. Although it may be possible to develop this property for commercial use, the applicants have indicated that they would like to develop it residentially. It would also be difficult to develop this property for retail business purposes as it is a keyhole lot and does not have a

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great deal of frontage on Hamburg Street. The applicants are considering the demolition of the existing single-family residence that is in poor shape and the construction of a new two-family residence on this newly created lot.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the McGuire Change of Zone request for the following reasons:

A. The property is in an area surrounded by similar uses, including residential single family, two family, and retail business.

B. The lot is currently split zoned and the Change of Zone would make the entire lot Retail Business which is consistent with the Comprehensive Plan.

B. The applicant is proposing a potential new two single-family residence to be constructed on the newly created Lot #2 which is split zoned B-1 and R-1.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay
Thomas Yuille	X	
Mark D'Alessandro (Absent)		
Wayne Calder	X	
Clark Collins)	X	
Joseph Signore	X	
Lynn Flansburg	X	
Joseph Miglucci	X	

Peter J. Comenzo
Senior Planner

Thomas Yuille
Planning Commission Chairman

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RESOLUTION NO. 234.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH WEBINSTINCT TO UPGRADE AND HOST WEBSITE SERVICES TO THE TOWN

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 Town Supervisor to negotiate and execute an agreement with Webinstinct, located at P.O. Box 357, Saratoga Springs, NY 12866, for website building and hosting services for a one-time setup fee not to exceed twenty-two thousand eight hundred and 00/100 ($22,800.00) dollars, and an annual maintenance fee not to exceed six hundred and 00/100 ($600.00) dollars.

SECTION 2. This resolution shall become effective July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 29, 2023
TO:	Town Board
FROM:	Chuck Gerhard, I.T. Project Manager and Support Liaison
TITLE OF REQUEST:	Request for the Town Board to enter a contract with a provider for Town web page services.
TOWN BOARD MEETING:	July 5, 2023
Background Information:	Our web host provider is ceasing operations effective 12/31/23. To create and host a new website, port our current data, and to test and launch the website for public use, we need to contract with another provider.
Evaluation/Analysis:	Research ongoing since late March has narrowed the field to three possibilities; Town Web, Revize, and Webinstinct.
Recommendation(s):	Of the three providers, the one that suits our needs best is also the one most cost-effective overall. Webinstinct. They require the highest up-front costs, but unlike the others, they require no multi-year contract. The yearly maintenance is the lowest, and they are locally owned.
Attachment/Document(s):	Original proposals from each provider.
Compliance with Purchasing Policy:	Request is in accordance with Purchasing Policy for Public Works contracts.
Effect(s) on Existing Law(s):	None.
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Website Price Comparison

Webinstinct

ONE TIME COSTS	PRICE	RECURRING COSTS	PRICE (per month)	FIRST YEAR TOTAL
Website Development		**Website Hosting**		
Theme Selection		100GB space		
Theme customization		5000GB transfer		
Content installation/migration		SSL certificate		
Calendar/businesses/etc.		Automated backups (2X/day)		
Training		24/7 support (15 minute response)		
Launch	$13,500.00	99.9% uptime	$50.00	
Communciations Portal				
User registration and account management				
Town forms and suggestions				
Account migration	$6,500.00			
ADA Compliance (WCAG Remediation)				
Page by page review				
All code mitigation				
Training	$2,800.00			
TOTAL (ANNUALIZED)	$22,800.00		$600.00	$23,400.00

Summary

This Saratoga Springs based company created websites in East Greenbush for their Town and P.D. websites. I really liked the way they were arranged and built. The initial costs are higher, but the annual maintenance fees going forward are comparatively miniscule, even less than we're paying now, which took me by surprise.

Revize

ONE TIME COSTS	PRICE	RECURRING COSTS	PRICE (per month)	
Custom Design				
Project Planning and analysis, Scope Of Work	$500.00	Revize annual maintenance fee	$200.00	
Discovery and design from scratch	$6,000.00			
Revize Template Development	$1,500			
Quality Assurance Testing	$800.00			
Site map development/reorganization	$750.00			
Content editing and site admin training	$500.00			
TOTAL (ANNUALIZED)	$10,050.00		$2,400.00	$12,450.00
ONE-TIME COSTS	**PRICE**	**RECURRING COSTS**	**PRICE (per month)**	
Template				
Revize "Ready to Use" Website Design	$2,500.00	Revize annual maintenance fee	$100.00	
Site map development/reorganization	$750.00			
TOTAL (ANNUALIZED)	$3,250.00		$1,200.00	$4,450.00
Optional Features				
Online Interactive Forms Application	$1,950.00	Hosting and Maintenance	$900.00	$2,850.00
Multi-Use Listing Directory	$1,500.00			$1,500.00
Alert Center with E-mail notifications	$500.00	Annual maintenance fee	$500 + $400 for texts	$1,400.00

Summary

Revize provided two proposals, one for a "custom" design which indicates a rebuild from the ground up making a totally new website. The "template" design is less expensive and faster to implement and does not seem to sacrifice quality. Includes an interest-free "payment plan" to spread out cost over five years of service.
Prices are contingent upon signing a five-year locked in rate agreement. There are three optional features we discussed including an Online Interactive Forms App which allows residents to fill out and submit various forms online. Another is a Multi-use listing directory for Municipal services, business listings, facilities and so forth. Finally, there's an Alert Center with E-mail Notifications. Text notifications are an additional cost. We have this ability now and would have to add the cost to set up and maintain it.

Town Web

ONE-TIME COSTS	PRICE	RECURRING COSTS	PRICE (per month)
Setup	$7,500	Hosting, Maintenance, Unlimited Support	$416.67
Hey 311 Citizens Engagement & Reporting App	Free	Domain Name Management	$15.00
TOTAL (ANNUALIZED)	$7,500		$12,515.00
Online Digital Solution (FULL PACKAGE)			$833.34
Elite Web Design Package	$9,500.00		

Summary

Town Web includes a free redesign every three years. Right now we're scrambling and it would be nice to be able to have time enough to really plan a new design. Term of contract is three years; first year is $12,515, second year is $5,015, third year is $5,015 and is billed annually, due 30 days after invoice.

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TOWN OF ROTTERDAM
WEBSITE PROPOSAL

JUNE 21, 2023

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OVERVIEW

The town of Rotterdam (TOR) is looking to replace its current website with a new one. The primary goal is to provide a more modern look and feel. Most content will remain the same. The new website will also include the Communication Portal functionality, including migrating all user data from the current Communications Portal to its new home within the new website.

CONTENT MANAGEMENT SYSTEM (CMS)

CONCRETE CMS

The new website will be built on Concrete CMS, a robust, open source web content management system. We have found great success with Concrete CMS, which delivers a simple and intuitive way to update most site content without needing to know HTML code. You'll be able to:

- ✓ Upload and link to documents.
- ✓ Upload and insert images.
- ✓ Create forms and add to any page. Form submissions are automatically tracked and viewable in the administrative interface, downloadable into Excel and can also be set to email to one or more email address.
- ✓ Integrate social media.
- ✓ Add, remove, sort and rename pages via an easily managed drag-and-drop interface.
- ✓ Insert YouTube videos, Google Maps, Image Rotators and other dynamic content.
- ✓ View and restore previous page content. Every change is tracked and kept in a log. Pages can be "rolled back" to any previous moment in time with just a few clicks.
- ✓ Create RSS feeds.

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- ✓ Manage user and group permissions to customize what entities they can add, edit, or view

PERMISSIONS / WORKFLOW

Concrete provides robust permissioning and workflow, ideal for municipalities. Users can be approved to make changes, but not push them live before a review. You will also be able to provide a user the ability to edit only a single page, or a single area/region of the site. Permissions can be adjusted/granted/revoked at any time.

Concrete also has built in workflow capabilities. This functionality allows tasks to be assigned (e.g. "Peter, please update the content on our About Us page"). Peter would then see that task in his to-do list. Once completed, he would pass the task back to the user who assigned it to him for review. *This may be more than TOR requires and is not required to take advantage of all that Concrete has to offer.*

WORDPRESS

Our team is equally versed in WordPress and will be glad to build the new website on WordPress, should TOR prefer. The pricing would be identical for this option.

WEBSITE DESIGN

The website design will be based on a pre-existing HTML theme. Our team will guide you through a few options and select a theme that makes sense and "feels like home" for the town. We will provide 3-4 options that we think will be a good fit, being cognizant of ADA compliance and TOR will select one they feel matches best. Once selected, the theme will be adjusted to match TOR's content and brand.

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CONTENT

WEBSITE CONTENT

The new site will be built with identical content to the current website, with regard to the pages on the site and the content on the pages. This includes migrating all of the documents found within the site. Our team will work closely with the current web developer Jerry Adach to pull the content and files over dynamically. *This proposal is predicated on Mr. Adach's cooperation and support of the website transfer.*

IMAGES

Modern design often calls for larger photos. Our team will do our best to utilize the existing photography assets on the current website within the new site design and theme. Should the images not be the proper size or proportion, we will work with TOR to obtain proper images to assure that the new theme looks full and complete.

DOCUMENT LIBRARIES

The TOR website includes links to hundreds of documents. We will replicate this functionality and the ability to browse documents on related pages. Our team will also build a document search function, which will allow users to search the entire document catalog (by file name) across the entire document repository, making it easier and quicker to find the document they are looking for.

We will make sure that all searches are tracked, which can provide rich data later on about those documents Rotterdam residents have the most interest in.

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MEETINGS

TOR will have the ability to create meetings categorized into types (listed below).

- Town Board
- Planning Commission
- Zoning Board of Appeals
- Comprehensive Plan Committee
- Other Meetings

More types can be added easily in the content management system.

Each meeting will have a page created automatically, allowing easy editing (for administrators) and viewing (for the public) of that meeting's details, documents and related information.

TOWN CALENDAR

The new calendar page will be easy to browse and understand by residents. We will be sure that all events can be listed and displayed easily. The architecture/design of the calendar will be informed by the number of events in a given month as well as a better understanding of the types of events, and those events which are most popular or sought out by residents. We will work with TOR to understand these items and, with that understanding, design the best possible calendar for town residents.

BUSINESS LISTING

The current website displays business information and details in a categorized format. Business can register to create and manage their listings. The same functionality will be created and available on the new town website. Existing business details and accounts will be migrated to the new site. *This migration will require the cooperation of Mr. Adach.*

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COMMUNCATIONS PORTAL

The communications portal is a separate area of the (current) website that allows town residents to sign up for urgent alerts via email and/or text in an array of various topics. The portal also allows TOR to post urgent notices in and throughout the website. Residents create accounts that allow them to manage and update their communication preferences at any time.

RESIDENT ACCOUNT MIGRATION

We will work with Mr. Adach to migrate the current portal content to the new system. This includes all user accounts as well as the various selections/options associated with each. Depending on how passwords are stored in the current system, we may be able to migrate existing passwords as well. If not, we will create an easy password reset functionality for all residents.
Transfer of this content requires Mr. Adach's cooperation and support of the website transfer and rebuild.

PORTAL FUNCTIONALITY

The functionality of the new portal will mimic the current portal in every way. Though it may look different, the underlying functionality, options, forms, etc. will all be the same. Our plan brings this functionality directly into the TOR website as opposed to living in a standalone URL and design. This will help keep residents' attention on the website as a whole and make it easy for them to navigate from their account to/from the rest of your website content.

TWILIO AND SENDGRID ACCESS

The current system sends SMS through Twilio an emails through SendGrid. Our team is very familiar with these systems, having integrated multiple systems with these technologies. Should these accounts belong to Mr. Adach, we will assist TOR to create your own accounts with Twilio (who owns SendGrid as well) and connect it to the new website. Should the account already belong to TOR, we will work with Mr. Adach to

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obtain the credentials required to continue utilizing the existing account for these services.

ADA COMPLIANCE

OVERVIEW

The Americans with Disability Act of 1990 established that disabled individuals have a civil right to enjoy access to the same things which able-bodied individuals can. While most frequently applied to physical spaces (wheelchair ramps, handicap bathrooms, etc.), this law does also apply to websites. Assuring that your website is accessible to those with disabilities is imperative. Not doing so opens an organization to legal challenges, which are becoming more frequent.

We have included with this proposal our ADA Compliance primer which includes details on what compliance is, what standards we are adhering to and the efforts required to achieve compliance.

PROCESS

ADA compliance focuses on three primary areas of change:

- **Your Website CODE**
  Most ADA compliance work is in the codebase and results in no changes to the visual website. These underlying code changes allow the website to properly interact with screen readers, a tool used by the visually impaired to interact with websites.
- **Your Website CONTENT**
  ADA also dictates content adjustments. For example, every image on your website must contain a clear description of that image for the visually impaired. Your website is likely missing these and they will have to be added. If your website contains a video with narration, the transcript of that video must also be

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included on the web page to allow those with hearing impairment to access that content.

- **Your Website DESIGN**
  Some changes are visual. There is a minimum contrast ratio of 4.5:1 for the font (foreground) color and the background color. Light gray text on a white background is not compliant.

Our team will drive these changes for your site, performing evaluations on each page to determine which updates are required to achieve compliance. We will be responsible for anything code-related and implement all changes required on that level. For content changes (for example, video transcripts and image descriptions), we will provide guidance as to where and how to make these adjustments. TOR will be responsible for updating the content. Our team can perform these updates for you at our standard hourly rate.

HOSTING

We much prefer to host the websites we build. This allows us to manage the entirety of the delivery of your website to your audience and provides a single point of contact and responsibility in terms of website performance. Our team hosts more than 500 websites with extensive experience through more than 20 years of business. Here are details on our website hosting.

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DATA CENTER

Our servers are housed at the Cyxtera Data Center in Boston. Cyxtera is the leading data center provider in America. The facility features the very best infrastructure to assure your data remains safe:

- Raised floors
- Climate control systems with separate cooling zones
- Seismically braced racks
- Advanced smoke detection and fire suppression systems
- 24/7 secured access with motion sensors, video surveillance and security breach alarms
- A redundant network of multiple fiber trunks from multiple sources
- Redundant power on the premises
- Multiple backup generators

SERVERS

Our servers come with 2x Six-core Xeon processors, 32 GB RAM, and RAID 6 disk arrays built of solid-state disks. The hot-swap disks, power supply units and cooling fans allow repairs and component replacement while the machine stays online, bringing the reliability to the highest level.

Our hosting features:

- Automated nightly backups (files, database, email). Backups kept for 7 days.
- Unlimited email accounts
- 99.9% uptime guaranteed
- DNS management
- Custom control panel (you will have full access)
- 24/7 Support (see below)

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Saratoga Springs, NY 12866
(518) WEBSITE

24/7 SUPPORT

You will have access to our 24/7 support team, located right at the facility. Support is unlimited and tickets are answered within 15 minutes guaranteed. We have never seen it take more than a few minutes to receive an answer. The average ticket is resolved within 7 minutes.

SUPPORT & TRAINING

BROWSER SUPPORT

Given that we are not changing the general HTML markup, output and design of the website, we guarantee the new website will perform cross-browser as the current website does. The browsers we typically support are:

Laptop – Windows 10/OSX – Chrome
Laptop – Windows 10/OSX – Firefox
Laptop – Windows 10- Edge
Laptop – OSX – Safari
Phone – IOS – Safari
Tablet (standard size ipad) – OSX – Safari
Phone – Samsung Galaxy S7 – Android – Chrome

TRAINING

Web Instinct will provide up to four hours of training via phone conference, demonstrating the features of the CMS and how to use them. This training will be provided to as many people from the organization as would like to attend. The first training (2 hours) will provide the main overview of how the system is built and how you can manage your own content. Up to two (2) additional hours will be provided via phone conference following the initial training. We will be glad to provide additional hours of training at our standard hourly rate.

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90-DAY POST LAUNCH SUPPORT

Our commitment to your project does not end with the launch of your website. Pushing a new website live is an exciting time. As the public comes to enjoy the new site, there can be small issues that need to be taken care of that were hidden during development. We want to be sure that your site launches smoothly and you are happy and stable. We therefore provide ninety (90) days of support past launch. Our team remains on call for guidance, support, bug fixes or anything else that may arise with the website moving from development to production.

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PRICING

WEBSITE DEVELOPMENT — **$13,500**

- ConcreteCMS Installation
- Theme selection
- Theme customization
- Content installation / migration
- Calendar / businesses / etc.
- Training
- Launch

COMMUNICATIONS PORTAL — **$6,500**

- User registration and account management
- Town forms and suggestions
- Account migration

ADA COMPLIANCE (WCAG REMEDIATION) — **$2,800**

- Page by page review
- All code mitigation
- Training

WEBSITE HOSTING — **$50/MO**

- 100GB space
- 5000GB transfer
- SSL certificate
- Automated backups (2x/day)
- 24/7 support (15 minute response guarantee)
- 99.9% uptime

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PAYMENT SCHEDULE

Due Upon Completion 100%

This proposal is good for 60 days.

GETTING STARTED

To begin the project and finalize project scope and budget, please sign below and email or fax this agreement to:

Web Instinct · dave@webinstinct.com · fax (866) 210-2046

Your Name: _____ Date: _____

Signature: _____ Title: _____

Billing Address:

_____

_____

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YOUR TEAM

WEB INSTINCT

Since 1998 Web Instinct has delivered a premium experience for its clients, delivering robust, complex web solutions in a collaborative, relational environment. With clients like General Electric and Curtis Instruments, our team has vast experience from global to local partnerships, hallmarked by an ability to define and understand true project goals, and provide results that exceed expectations. Recent projects have included:

- ✓ Thirteen (13) multilingual, interconnected websites for worldwide subsidiaries of a global manufacturer
- ✓ Robust online portals for high end rug purveyors and on hold marketing companies
- ✓ Collation and delivery of 15 million records of data to the public, with 1 million searches per month, each occurring in less than one second.
- ✓ Robust ecommerce portals for national food brands and global retailers
- ✓ HR Portals for major hospital systems and large construction companies.

Our team relishes challenges of systems integrations and API development, with an appreciation for how our work undergirds brand, message and marketing.

"I want to thank you all for making our long awaited dream of a new website a reality today. It's beautiful, functional and easy for us to update. It will be a wonderful, useful and simple tool for our audience. We appreciate all the time you took to design and build the site and your patience and flexibility with us as we stumbled through the process. I want to let you know how grateful we are to have partnered with this team!"

BETH FREAR
Director of Development, Ellis Hospital Foundation

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revize.

The Government Website Experts

WEBSITE PROPOSAL FOR

The Town of Rotterdam, New York

Revize is a Minority Business Enterprise (MBE)

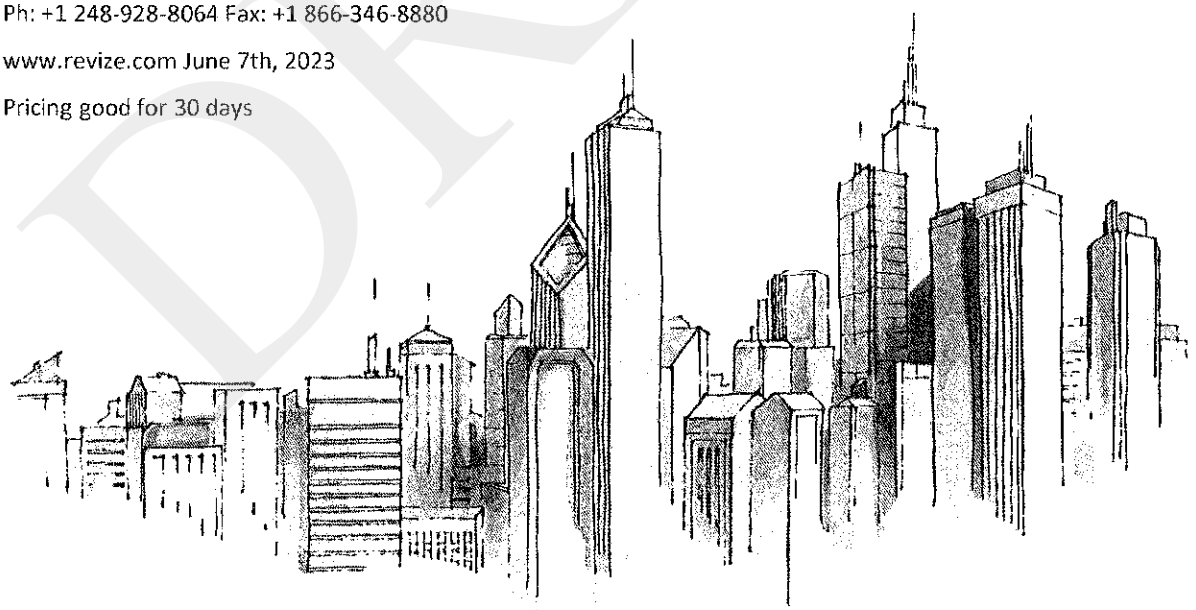
Prepared by Marcus A Smith II

150 Kirts Blvd., Suite B, Troy, MI 48084

Ph: +1 248-928-8064 Fax: +1 866-346-8880

www.revize.com June 7th, 2023

Pricing good for 30 days



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Revize Clients!

- Lago Vista, TX — www.lagovistatexas.org
- New Bern, NC — www.newbern-nc.org
- El Paso Housing Authority, TX — www.ephome.org
- Kemp EDC, TX — www.kempedc.com
- Arcadia, CA — www.arcadiaca.gov
- Des Moines, IA — www.dsm.city
- Gatlinburg, TN — www.gatlinburgtn.gov
- Hitchcock, TX — www.cityofhitchcock.org
- Largo, FL — www.largo.com
- Myrtle Beach, SC — www.cityofmyrtlebeach.com
- Somerset County, MD — www.somersetmd.us

Michael Bruckner, Assistant to the City Manager,

City of Arcadia, CA

"Revize has done it again! Another game changing, cutting edge website that moves the industry forward by connecting citizens to services in as few clicks as possible."



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To Chuck Gerhard and the Rotterdam Town Council,

Thank you for considering Revize as your Michigan based web development partner. For over two decades, Revize has been a leader in providing high quality, government-compliant web solutions. Located in Troy, Michigan, we have launched thousands of government websites nationwide, and our myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Every member of the Revize team understands that this project is more than a website; It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- Houston Complete Communities https://www.houstoncc.org
- The City of Lufkin, TX https://cityoflufkin.com
- Clark County, NV www.clarkcountynv.gov
- The City of St. Petersburg, FL www.stpete.org
- The City of Cedar Rapids, IA www.cedar-rapids.org
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

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Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

"Revize Websites build engagement with your constituents."

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community's website can serve your residents better, inspire them more, and get them actively involved in your municipal government.

Please contact me if you have any questions at all.

Sincerely,



Marcus A. Smith II
Account Manager
+1 248-928-8064
Marcus@revize.com

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Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high-quality online services that your constituents will want to use regularly.
In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

Having launched nearly 2,600 government clients nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 23-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

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Here you will find the communication tools you need such as

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Track

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24/7/365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

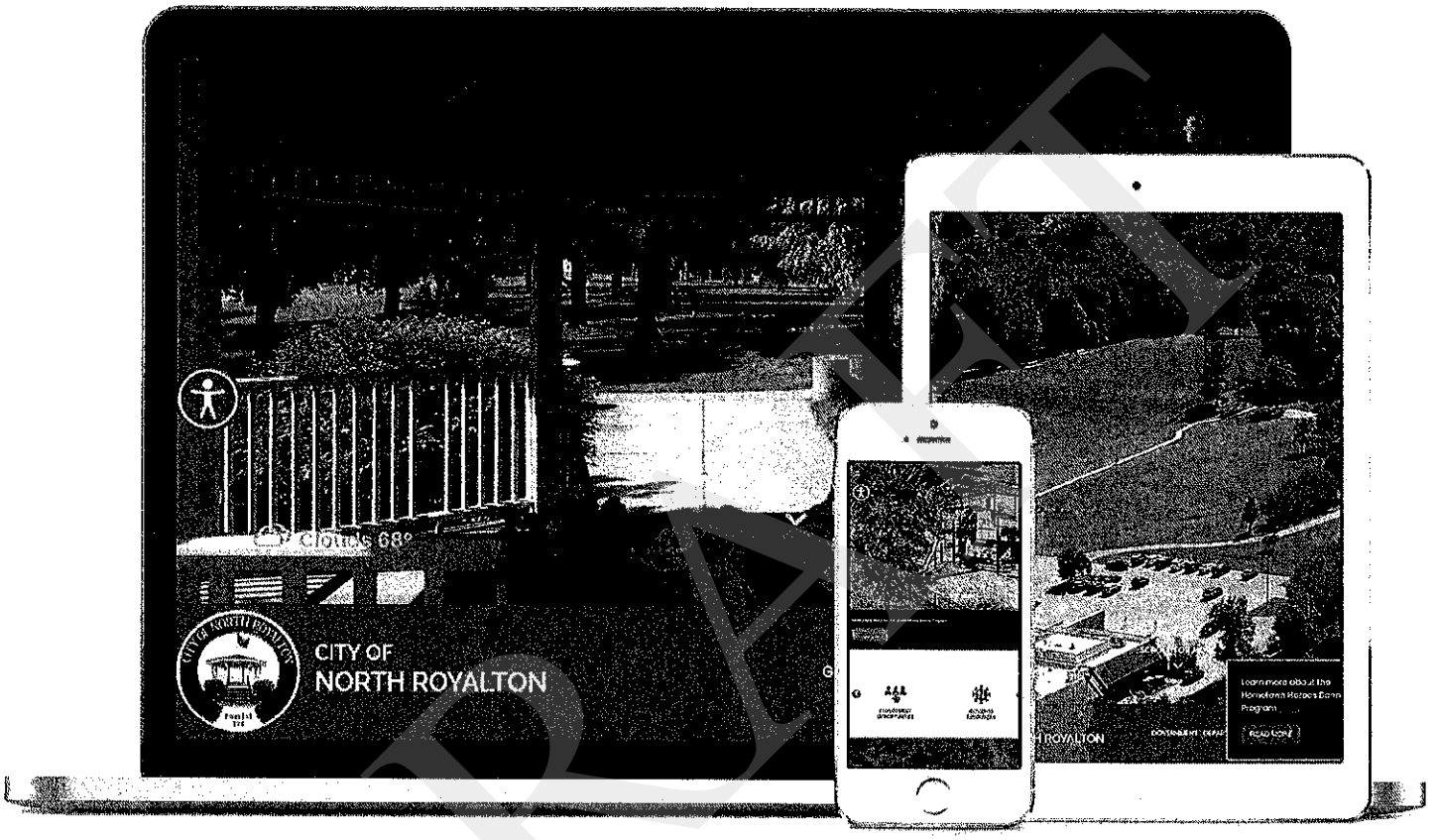
Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

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Municipal Website Design Experience

City of North Royalton, Ohio

www.northroyalton.org

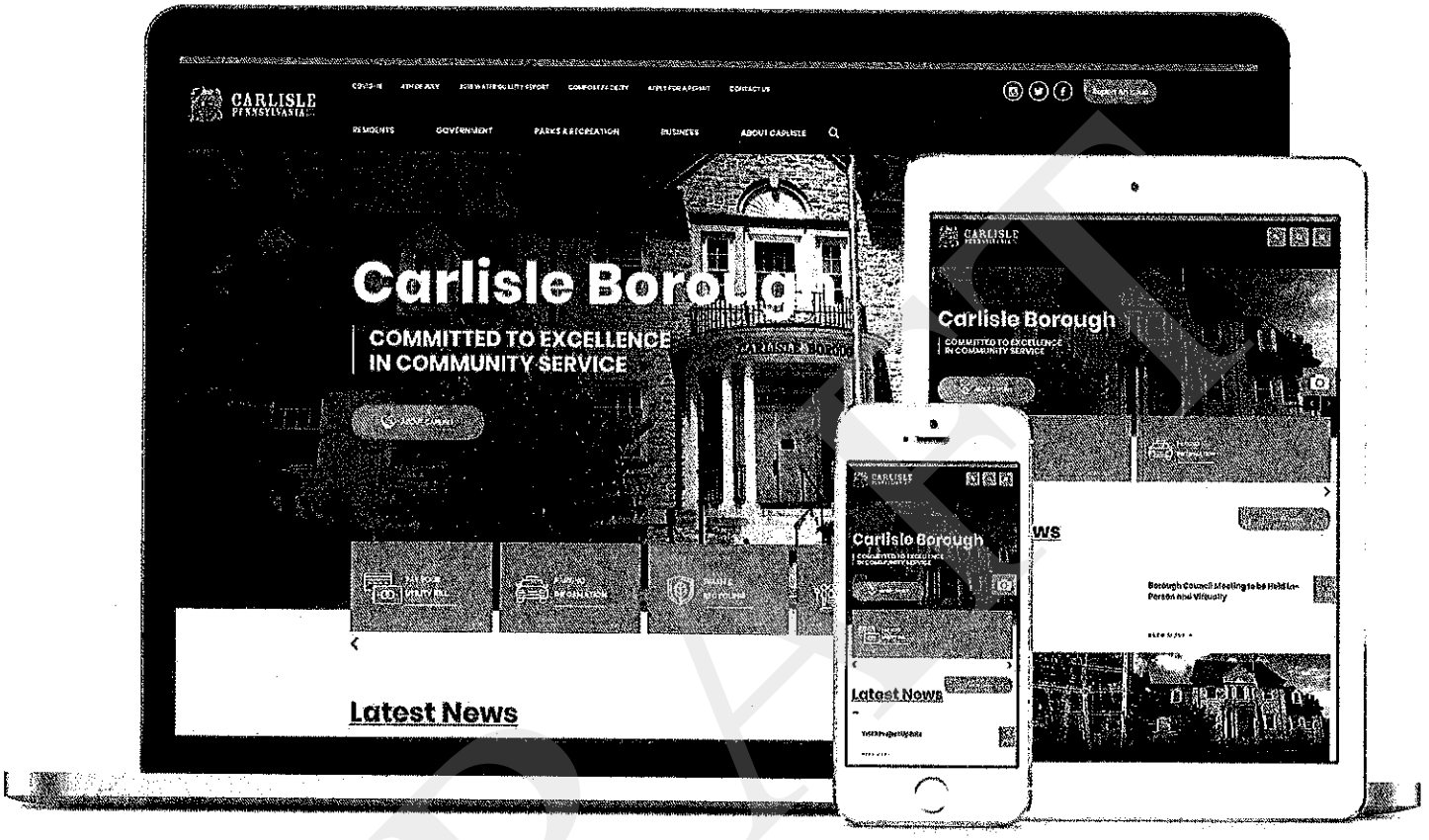


Details:

Revize created a modern, aesthetically pleasing website for North Royalton that truly captured the essence of the community. The website introduced a responsive design which now allows for an adaptive experience across all devices including smartphones and tablets, but also integrated a user-friendly content editing management system. This website brings together an amazing design with a full suite of web apps to engage residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. Their unique design, streamlined integration of web applications, and a high traffic featured news and headlines area top off this website!

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Borough of Carlisle, Pennsylvania
www.carlislepa.org



Details:

The Borough of Carlisle came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the town. This included e-notify, Q&As, social media integration, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!

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City of Madeira, Ohio

www.madeiracity.com



Details:

Madeira is one of the fastest growing areas in Ohio. This project was intended to make information easier to access for residents. In addition, the city rebranded itself to be a destination for weekend tourism. City government applications as well as a list of weekend events make this website a perfect mix of a municipal and tourism website. In addition to a full Revize feature set, this website also includes a Home Page Pop-Up Alert that can be closed after it is read. These types of specialty modules are created for our clients that have specific needs!

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The City of Arcadia, California
www.arcadiaca.gov



HORIZON INTERACTIVE AWARD

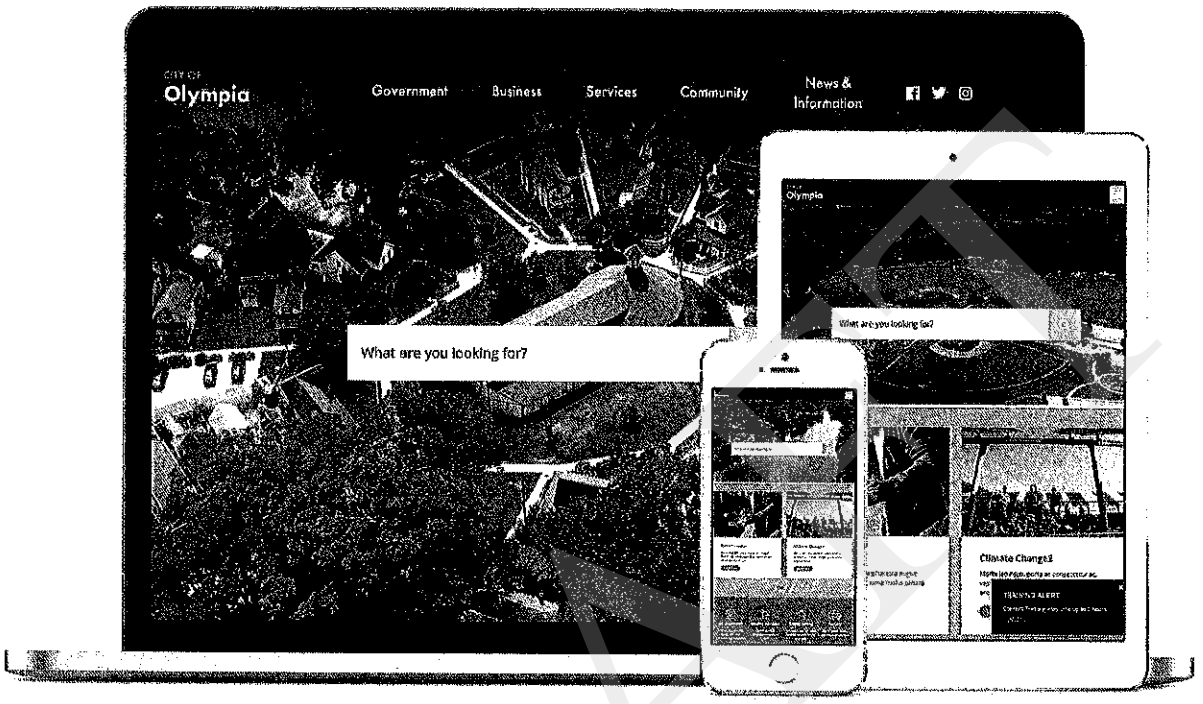
Details:

The City of Arcadia, California chose Revize because they wanted a website that stood out from all of the others in Los Angeles County. For this site, we built unique designs for the city, recreation department, and public library; each one having its own unique look and feel while maintaining their new brand. This site also includes our proprietary "curated search" feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!

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The City of Olympia, Washington

www.olympiawa.gov



Details:

The City of Olympia, the capitol of Washington, presented a unique opportunity for Revize and the city's web team. This website features an extremely innovative homepage: As users scroll from one section to the next, they can explore different trending topics, services, news and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!

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The Village of Glencoe, Ilinois
www.villageofglenceo.org



Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager's Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

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The City of St. Petersburg, Florida
www.stpete.org



Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

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Morrow County, Ohio
www.morrowcountyohio.gov

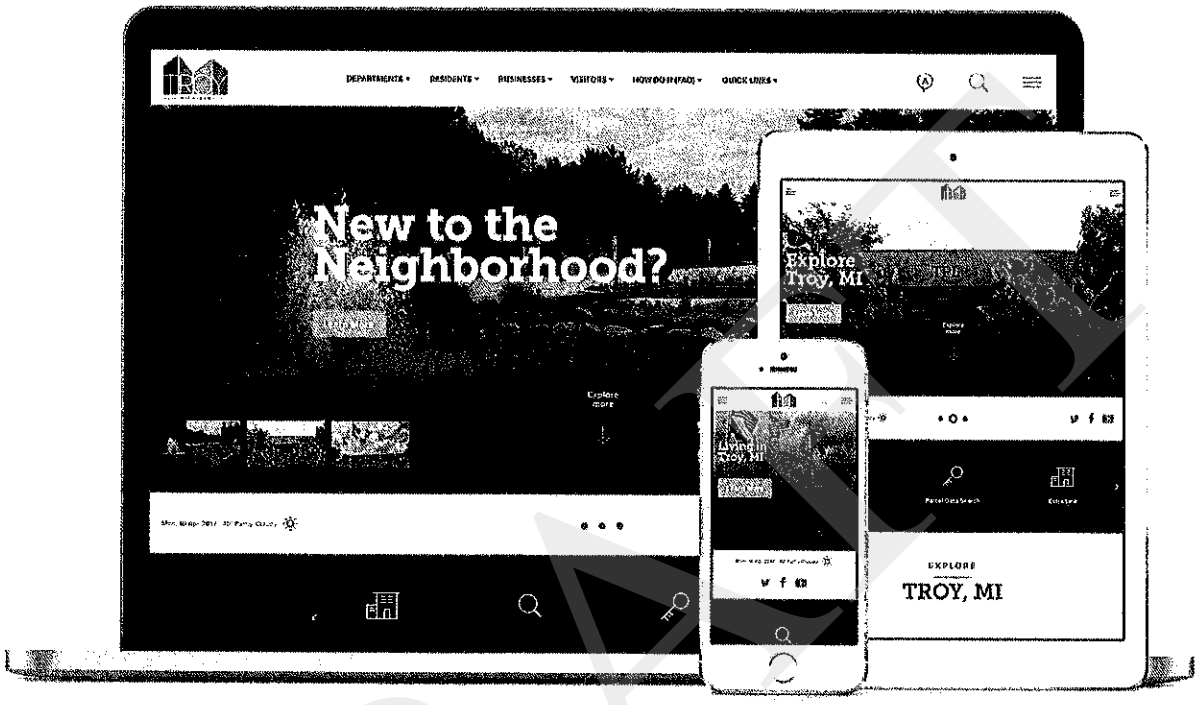


Details:

Morrow County is one of the fastest growing counties in the state. Because of this fact, the website needed to refocus its attention. In addition to resident services, this website has a focus on economic development. As you scroll down the website, this business-friendly atmosphere is intertwined with resident engagement features. Each department has their own icon that is used to identify them uniquely. The interior pages have distinctive features that make them stand out as if they were stand-alone websites. With its service for residents and its appeal to the business community, this is the next generation of government websites.

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The City of Troy, Michigan
www.troymi.gov



Details:

The City of Troy wanted a website to increase ease of communication to residents and visitors alike: The city has been experiencing an economic resurgence particularly in the technology sector. In fact, Revize headquarters are in the City of Troy! This project included custom designs for The City, Library, and Recreation Department. Integration with the City's existing 3rd party software was a major linchpin of this project. Revize also included a live-searchable "How Do I" section that narrows down results as the user is typing, allowing any user to easily find what they are looking for regardless of which department it exists under.

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Government Account References

Client: City of Wylie, TX
Craig Kelly, Public Information Officer
Office: (972) 516-6016
Email: craig.kelly@wylietexas.gov
Website: www.ci.wylie.tx.us

Client: City of Madeira, OH
Lori Thompson, Assistant City Administrator
Office: 513-561-7228
Email: lthompson@madeiracity.com
Website: www.madeiracity.com

Client: City of Oxford, OH
Jessica Greene, Assistant City Manager
Phone: (513) 524-5201
Email: jgreene@cityofoxford.org
Website: https://www.cityofoxford.org/

Client: Carlisle Borough, PA
Contact: Stephanie Taylor, PIO
Office: (717) 240-6916
Email: staylor@carlislepa.org
Website: https://www.carlislepa.org

Client: City of Olympia, WA
Joshua Linn, Website Administrator
Office: (360) 570-3782
Email: JLinn@ci.olympia.wa.us
Website: www.olympiawa.gov

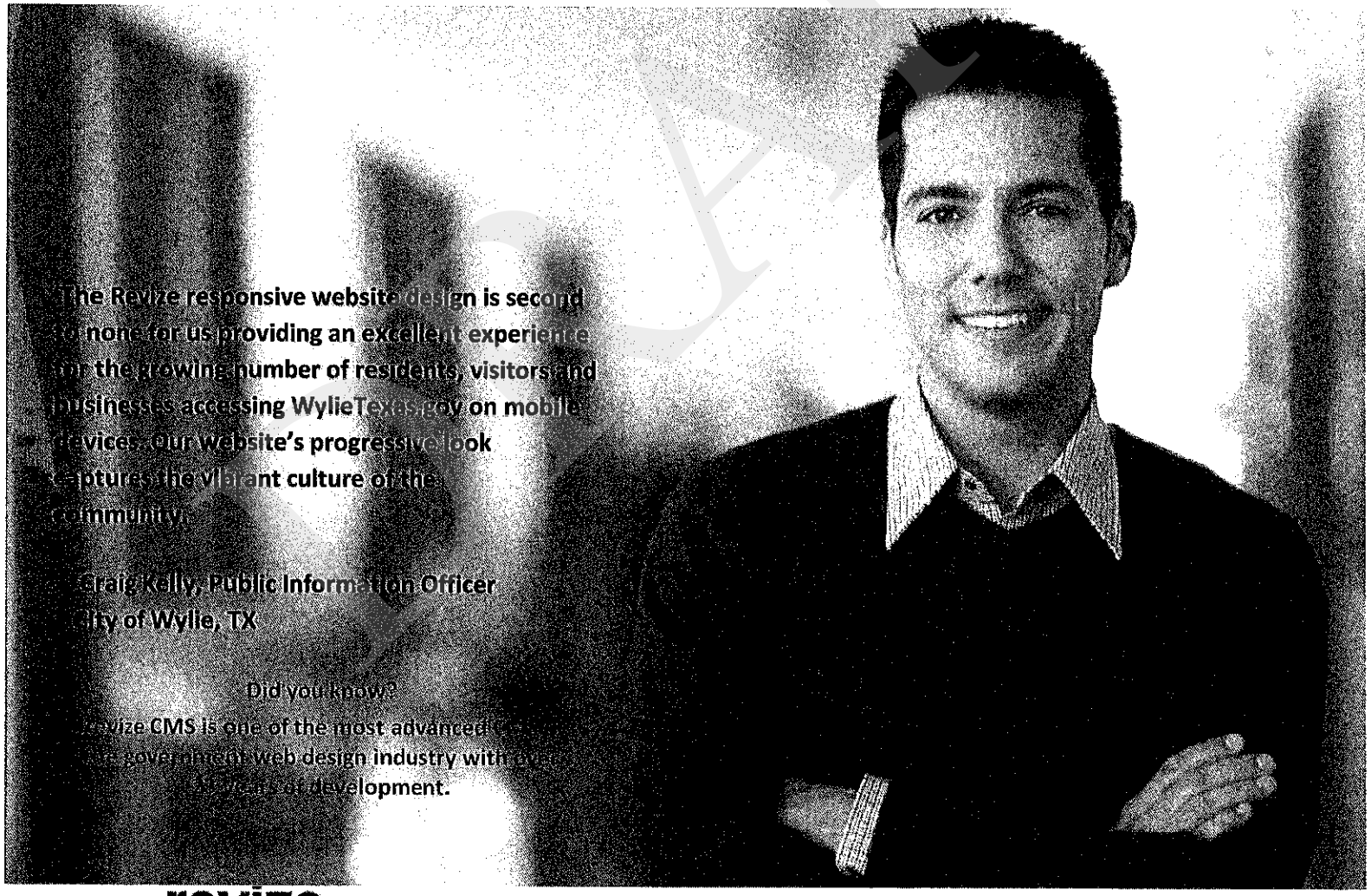
Client: City of Arcadia, CA
Michael Bruckner, Assistant to the City Manager
Office: (626) 574-5433
Email: mbruckner@ArcadiaCA.gov
Website: www.arcadiaca.gov

Client: Tipton County, TN
Shawn Anderson, GISP Director
Phone: (901) 476-0234
Email: sanderson@tiptonco.com
Website: www.tiptonco.com

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Top Ten Reasons Why Revize Gives You the Greatest Value!

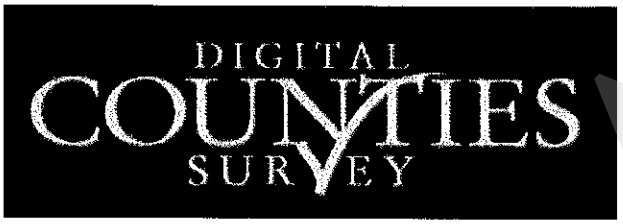
- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited FREE upgrades to new and existing modules at no additional cost to you.
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.



Awards & Accolades

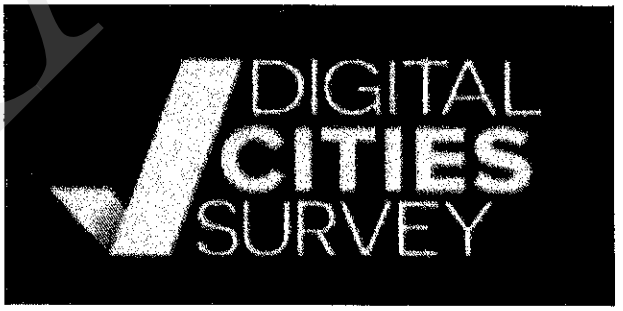
We were thrilled with the outcome of our website redesign project. The Revize team was professional and responsive throughout the process.

- Tori Mathes, Communications Manager, City of Berkley, MI













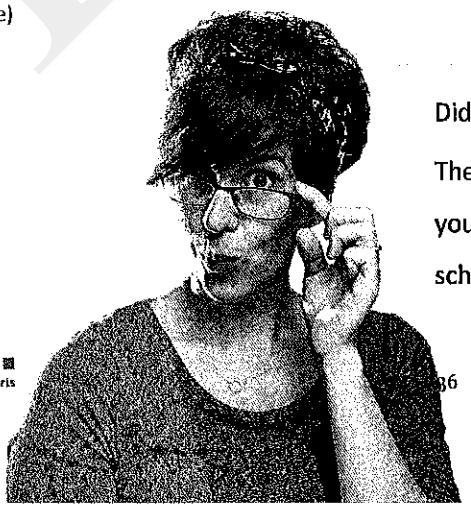
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Timeline

Project Timeline

Phase	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	Weeks 1 thru 3	3 Weeks
Phase 2: Discovery & Design	Weeks 4 thru 8	5 Weeks
Phase 3: Template Development, CMS Integration	Weeks 9 thru 11	3 Weeks
Phase 4: Module Setup	Weeks 12 thru 14	3 Weeks
Phase 5: Custom Development	Weeks 15 thru 16	2 Weeks
Phase 6: Quality Assurance Testing	Week 17	1 Weeks
Phase 7: Sitemap Development / Content Migration	Weeks 18 thru 20	3 Weeks
Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	Week 21	1 Weeks
Go-Live (Average)		17-23 Weeks

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Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Hosting Service

Revize has partnered with Amazon Web Services (AWS) and Google Cloud Service Platform (GCP) for its LIVE WEB server hosting infrastructure needs. Both AWS and GCP are industry leaders in high availability cloud server architecture, both server farm infrastructure is highly secured, scalable and redundant for 24/7/365 availability. Snapshot/Mirror Image backups of all of our cloud servers guarantees 100% data protection and recovery in case of any disaster. Also, Revize has dedicated CMS servers in two state-of-the-art physical data centers located in Chicago and Detroit. Onsite/Offsite data backups of all of our dedicated servers are scheduled nightly with R1Soft backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web sites and web applications on redundant (3 TB Hard Drive, 3.2 GHz CPU and 32 GB RAM) servers in order to provide enhanced performance and reliability. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy/security. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to a timeframe of several hours or days our competitors offer).

Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

"Revize can provide clients with unlimited data storage server space for each website."

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24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

"We guarantee the best support in the industry that's 24/7 365 by the trained developers & technicians"



Did you know?

Revize will provide a project portal that allows you to check in on the status of your project at any time!

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Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Security

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL certificate, we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process, we will work with you to determine which configuration will best meet your needs.

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Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...



Software Maintenance

The Revize CMS is continuously enhanced to keep pace with cutting-edge technologies and industry trends. Revize rolls out two new versions of the Revize CMS and six to eight

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product updates every year. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

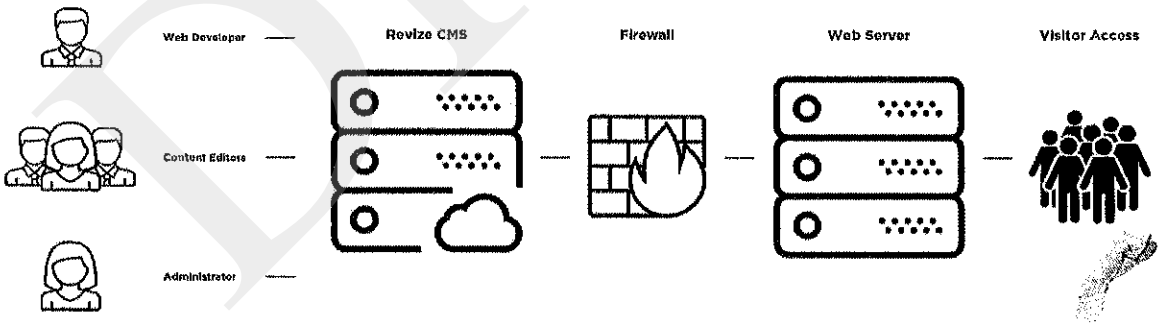
As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge

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Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Our server farm infrastructure is highly secured, scalable and redundant for 24/7/365 availability. Snapshot/Mirror Image backups of all of our cloud servers guarantees 100% data protection and recovery in case of any disaster. Also, Revize has dedicated CMS servers in two state-of-the-art physical data centers located in Chicago and Detroit. Onsite/Offsite data backups of all of our dedicated servers



are scheduled nightly with R1Soft backup service.

Revize Intelligent Publishing WCM



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Revize Design Option 1: Custom

Phase 1: Project Planning and Analysis, SOW	$500
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens.	$6,000
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with i-framing or linking to any additional 3rd party web applications. You also receive all updates to all CMS modules for the life of your Revize relationship. You own the technology, design and content!	$1,500
Phase 5: QA Testing	$800
Phase 6: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 300 webpages and documents (approximate amount on your website today).	$750
Phase 7: Content editing and site administration training via web conference (one day session up to 8 hours)	$500
Phase 8: Go live!	Included
Custom Website Design Subtotal	**$10,050**
Revize Annual Maintenance Fee Includes Unlimited Tech Support, CMS software updates (for up to 5 users), security software updates, SSL security certificate and website health checks. Website hosting included free of charge (15 GB storage space, 100GB monthly bandwidth limit):	**$2,400**
Grand Total **(5-Year Agreement)**	**$12,450**

Revize provides a free website design refresh during year four of service if client signs a 5-year, locked-in rate agreement. Payment upon completion as well as payment plans are permitted when discussed and agreed with Revize.

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Custom Design Website Features Included

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. The applications and features are grouped into five categories:

CITIZEN'S COMMUNCIATION CENTER APPS

- ✓ Home Page Alert
- ✓ Document Center with keyword search
- ✓ FAQs with keyword search
- ✓ Staff Directory with keyword search
- ✓ Job Posting with keyword search
- ✓ News Center with Facebook/Twitter Integration
- ✓ "Share This" Social Media App
- ✓ Photo Galleries
- ✓ Quick Link Buttons
- ✓ New Revize Web Calendars with monthly grid and listing view
- ✓ Sliding Feature Bar
- ✓ Language Translator – over 95 languages

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ RSS Feed
- ✓ Online Bill Pay via Revize Partner

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ ADA Compliant WCAG 2.1AA
- ✓ ADA Accessibility Widget
- ✓ Responsive Website Design (RWD) – for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

STAFF PRODUCTIVITY APPS

- ✓ Image Manager
- ✓ iCal Integration
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Web Form Builder with drag & drop text fields
- ✓ Website Content Archiving
- ✓ Website Content Scheduling

SITE ADMIN & SECURITY APPS

- ✓ Audit Trail
- ✓ Drag and Drop Menu Management
- ✓ Drag and Drop Picture Management
- ✓ Drag and Drop Document Management
- ✓ History Log
- ✓ URL Redirect Setup
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ SSL Security Certificate
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics

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Revize Design Option 2: "Ready to Use"

Revize "Ready to Use" Website Design – includes Color Scheme and Banner customization. Revize CMS integration, and Content Editor training, onetime fee:	$2,500
Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 300 webpages and documents (approximate amount on your website today).	(First time Discount) $750
"Ready-to-Use" Website Design Subtotal	**$3,250**
Revize Annual Maintenance Fee	
Revize CMS Annual Software Subscription (1 User), Unlimited Tech Support, Software Updates, SSL Security Certificate, and Website Hosting up to 5 GB storage, 30GB monthly bandwidth limit:	**$1,200/yr**
Grand Total 5-Year Agreement	**$4,450**

"Ready-to-Use" Website Features Included

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. The applications and features are grouped into five categories:

CITIZEN'S COMMUNCIATION CENTER APPS

- ✓ Home Page Alert
- ✓ Document Center with search bar
- ✓ News Center
- ✓ Photo Gallery/YouTube Video Upload
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar – Unlimited Calendars
- ✓ Language Translator – over 95 languages

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Social Media Sharing App
- ✓ Online Bill Pay via Revize Partner
- ✓ Citizen's Request Center

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ✓ ADA Compliant WCAG 2.1AA
- ✓ ADA Accessibility Widget

STAFF PRODUCTIVITY APPS

- ✓ Image Manager
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Web Form Builder with Drag & Drop Text Fields
- ✓ Vendor Registration/RFP Management System via Vendor Registry
- ✓ Website Content Archiving

SITE ADMIN & SECURITY APPS

- ✓ Audit Trail
- ✓ History Log
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
  Unique Login/Password for each Content Editor

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✔ Responsive Website Design (RWD) – for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

Select one of the following Website Designs on the following pages and Revize will add your logo in the banner and change the color scheme to reflect your organization's character. The Revize CMS is already built into it saving you the cost of a custom design and CMS technology development. Turnaround time: approximately 4-6 weeks

Revize "Ready-to-Use" Website Designs:
Colorville Design

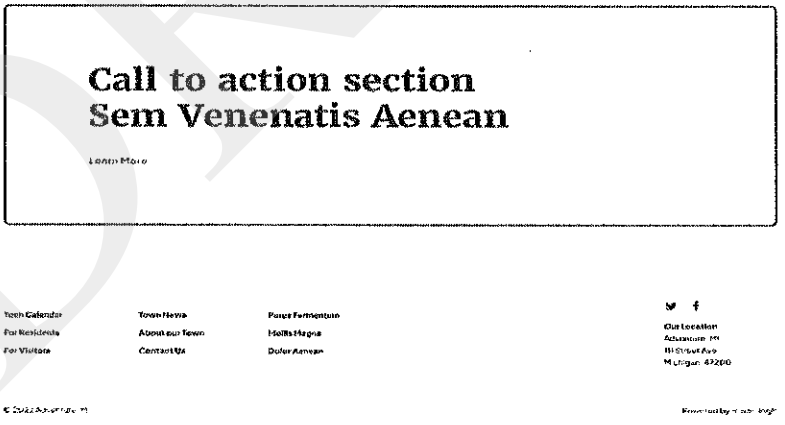


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Adventure Design

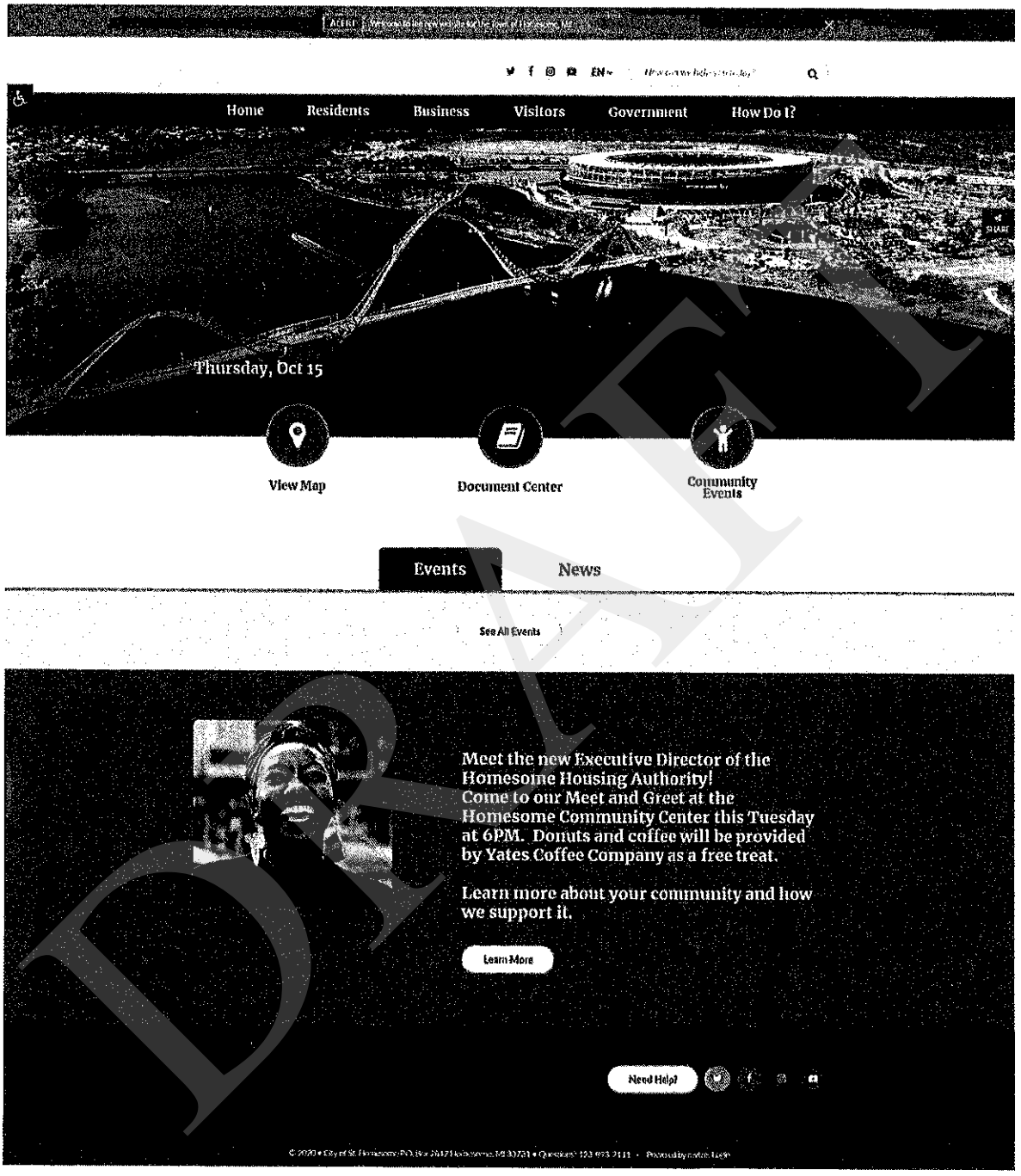






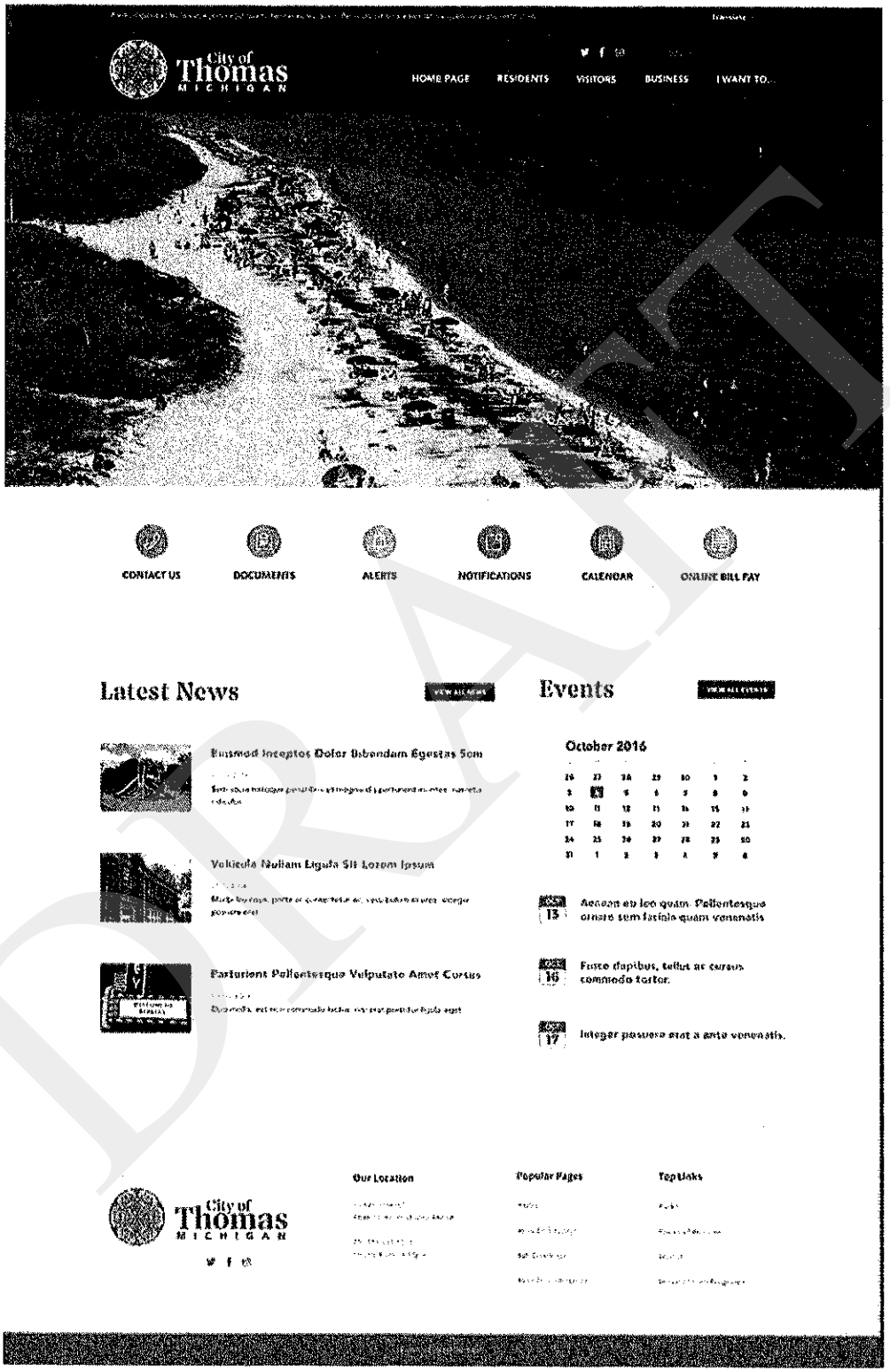
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Town of Homesome Design



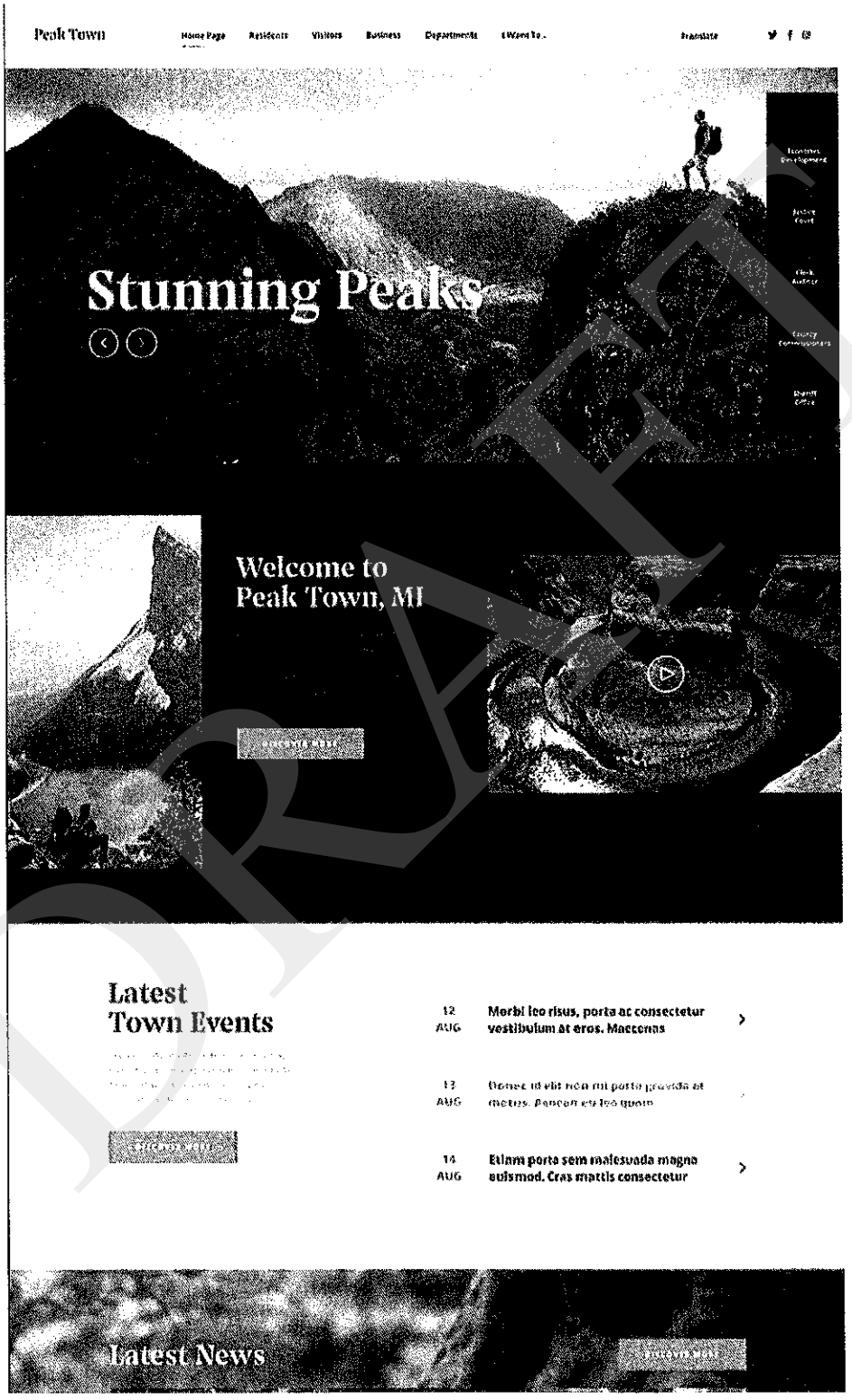
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City of Thomas Design



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Peak Town Design



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Optional Features Discussed:

Online Interactive Forms Application	
One Time Set-up Fee:	$1,950
Annual Hosting and Maintenance Fee	$900/yr
Example: https://www.arcadiaca.gov/resource_center/index.php	
Multi-Use Listing Directory (for municipal services, business listings, etc.)	
One Time Set-up Fee:	$1,500
Example: https://www.largo.com/facilities_directory/index.php	
Alert Center with E-mail Notifications	
One Time Set-up Fee:	$500
Annual Hosting and Maintenance Fee	$500/yr
Example: https://www.auburnhills.org/enotify/	
Add Text Notifications for Additional $400/yr	

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Revize Support Includes

- 8 AM – 8 PM EST Phone Support (Monday thru Friday)
- 24/7/365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and web site trends



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Thank you

For Considering Revize

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Ph: 248-928-8064 Fax: 866-346-8880
www.revize.com

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Online Solutions to Make Your Life Easier



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TOWNWEB® Proposal for a Website & Communication Platform

Prepared for
TOWN OF ROTTERDAM

Delivered on: May 26, 2023 | **Submitted by:** Peter Stanko, Town Web | **Expiring on:** August 25, 2023

Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York, 12306

Dear Chuck,

Thank you for reaching out to us regarding your new municipal website needs. We appreciate the opportunity to assist you in this important endeavor.

At your municipality, you and your staff are tasked with sharing important information with your local residents. You need to keep them informed and engage.

A municipal website is the tool to accomplish this. You need something that is professional looking, easy to use, and effective in communicating with your constituents. Town Web offers the perfect solution to achieve this!

By choosing Town Web, you can take advantage of a website that is also a powerful communication tool. It is a website and software platform designed specifically for local government.

Our platform makes it easy for you to post official news and notices, community & government events, along with other department related data. This means the activities within your other departments, such as Public Works, Zoning & Planning, Parks & Recreations, etc. can also be communicated to your local constituents.

Three things that set our solution apart from other municipal web development companies you may be evaluating:

1. Our *raison d'être* is to **make your municipal life easier.** We make it easy for you to go in and post things. We make it easy for your residents to get the information they need. While your residents can always always find the information on our website, we go a step further. *We provide you with a Communication Platform.* This means your residents can have these posts and updates sent directly to them via email or text message. Plus, it can all be posted on social media...all without any extra effort on your side!

2. Our Digital Online Solution provides a **user-friendly digital platform** for citizens to interact with their government. This platform features electronic versions of your commonly used forms. It also comes with a citizens payment portal. This way all of your municipal services and fees can be paid online with a credit card. This innovative solution streamlines the interaction between the government and its citizens, delivering the *level of service they expect and deserve* in a post-pandemic world.

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3. With our **white glove service**, you will receive exceptional support from our dedicated and friendly team. They are available 24/7 to assist with both your website and communication tool. *This comprehensive service means you do not need to burden your IT staff.* You can rely on the Town Web staff. We handle the creation of forms, workflows, and payment portals for you. This provides you with a seamless and stress-free experience.

We would like the Town of Rotterdam to take advantage of the benefits of a professional, easy-to-use, and effective municipal website and communication tool. The following pages in this proposal will show you more about the benefits you and your staff will get from Town Web.

Discover how our platform can simplify your municipal life, streamline communication with your constituents, and provide a user-friendly digital platform for online services and payments!

We also provide a detailed quote for the cost to implement this solution for your municipality. Please contact me or Chris to answer any questions. We both would love to help you take the first step towards a more efficient and effective municipal website and communication tool.

Sincerely,

Peter Stanko

New Client Coordinator with Town Web

peter@townweb.com | Toll Free: 877-995-TOWN (8696)

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THIS PROPOSAL OUTLINES THE BENEFITS OF TOWN WEB FOR THE TOWN OF ROTTERDAM

The way municipalities communicate with their residents has drastically changed in the past two decades. Our team has interviewed many dozens of city administrators and town clerks.

We learned that it was easier to communicate the happenings and official notices of a municipalities in the late 90s. By publishing the official notices in the local newspaper and running the loop of the video recordings on the local cable access television station, everybody would know what was going on. However, things have changed.

Newspapers aren't the primary source of news like they were in the 20th century. Municipalities needed to stay current with a modern method of communication. This includes using newer technology, like text messaging, emails and the various avenues of social media.

The channels of communication have multiplied. The demographics of your citizens have become more diverse. Millennials prefer to consume information differently from the Baby Boomer generation.

The challenge of local government is to provide information to **ALL** their constituents. Even if they're considered *"digital dinosaurs"* and want everything on paper and want to write checks. Or if they're *"digital natives"* and want the same information, but accessible on their phone and paying with a credit card.

Or somewhere in between for the rest.

This is exactly the challenge that your website vendor needs to solve for you. Town Web is uniquely positioned to solve this problem in a way that saves you and your staff time. Plus, it provides an online citizen portal that your citizens deserve.

The current challenge facing many local governments is the difficulty of effectively communicating with your constituents. Many current municipal websites are outdated, difficult to navigate, and lack the necessary tools to keep the local residents informed and engaged.

We hear from countless others who also have problems maintaining a municipal website on their own. It's cumbersome and overly complex. Still many others do not get the type of support or assistance they expect to be successful in maintaining the website.

This problem is even more pressing in a post-pandemic world, where citizens are increasingly expecting digital services and communication from their government. The lack of an effective website and communication tool means that local governments are not able to effectively share news and notices, community and government events, and other department-related data. This has led to a decrease in effectiveness of public services and an overall lack of engagement with local residents.

THIS IS WHERE TOWN WEB'S ONLINE DIGITAL SOLUTION HELPS YOU AND YOUR STAFF TREMENDOUSLY

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Project Scope

Below are the steps of the web site and communication platform's project scope. Also included is an individual extra option for an **Elite Web Design package**. To make the process smooth and streamlined, we recommend that your organization appoint a single person to be our designated point of contact. This person should be the individual who we can work with for coordinating any meetings, and who has the authority to approve all design and project approvals for the project milestones.



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Estimated Timeline

Depending on the quantity of content and the chosen layout and style of the website, the project can take between eight to 12 weeks.

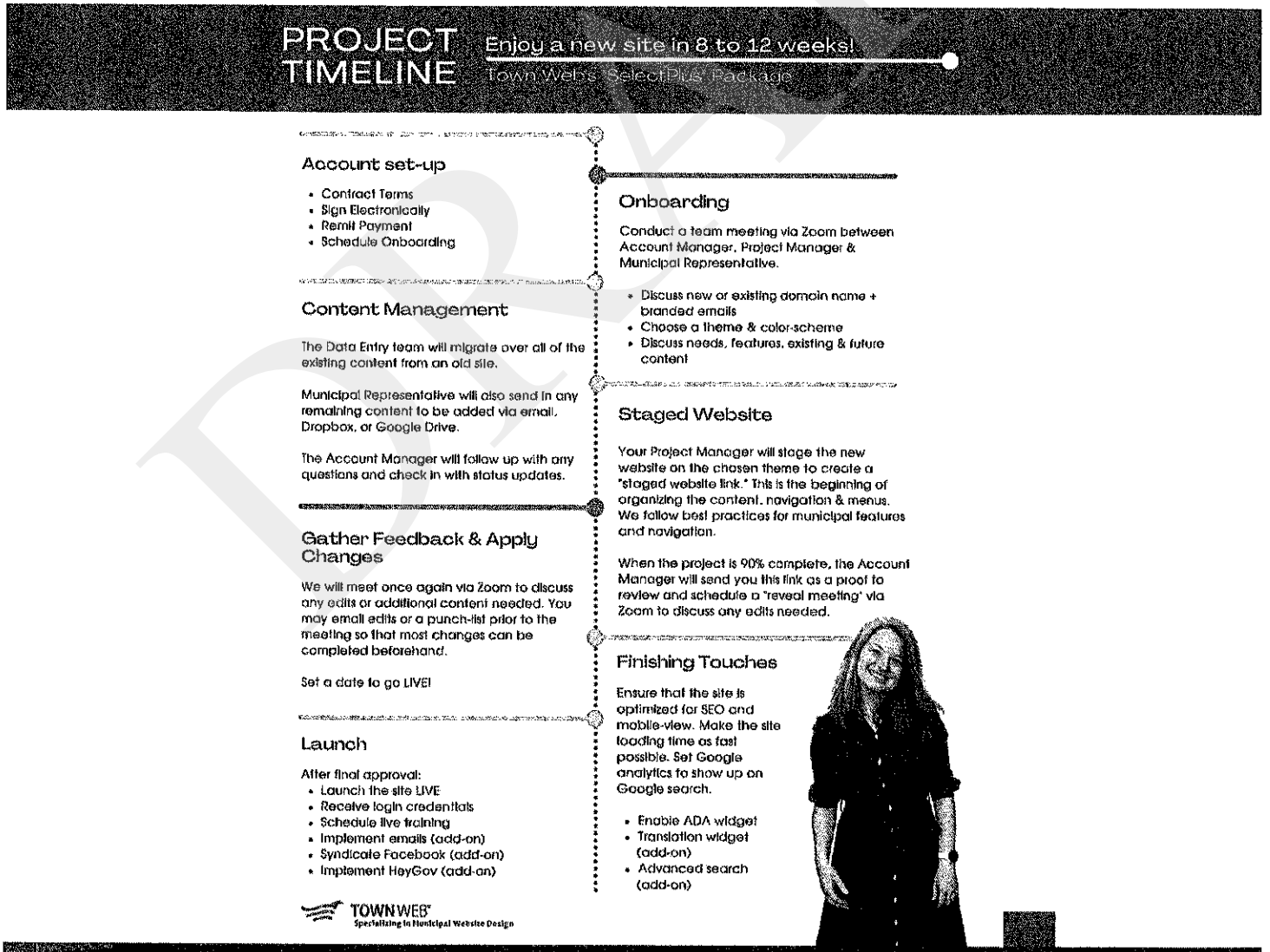
The timeline for the Elite Web Design package adds an additional three to eight weeks to the project, depending on how quickly design sign-off is provided by your app.

The timeline for our Online Digital Solution add-on can be an additional four to eight weeks, depending on the number of departments involved and the number of forms you wish to have implemented.

TOWN WEB'S WEBSITE COMMUNICATION PLATFORM

We approach our projects in two distinct stages, each designed to address specific needs and deliver comprehensive solutions. The first stage focuses on the development of a website and communication platform, while the second stage revolves around the implementation of online modules to support government digitalization efforts. **Stage 1 includes:**

1. Designing and developing a website layout and user interface
2. Creating and integrating content such as text, images, videos, and other multimedia
3. Setting up and configuring website hosting and domain name (including a new dot.gov domain name
4. Setting up and configuring new email addresses
5. Optimizing website for search engine visibility
6. Setting up contact forms, analytics, and other interactive features
7. Writing custom scripts and code for specialized needs
8. Enhancing website security and protection from malware
9. Testing and debugging the website for usability, compatibility, and responsiveness
10. Website training
11. Go Live and website hand off



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TOWN WEB'S ONLINE DIGITAL SOLUTION

For projects that include Town Web's entire Online Digital Solution, a set of additional steps come into play. These steps are executed concurrently with the project scope mentioned above and are handled by our expert team. **Stage 2 Includes:**

Building Customized Forms:

- Create customized forms tailored to your municipality's specific services and needs
- Gather necessary information and enable online submissions for efficient processing

Reservation System Development:

- Design and develop a reservation system for municipal facilities and parks and recreation amenities.
- Enable residents to easily book and reserve these resources through your website.

QR Code Generation:

- Generate QR codes for remote payments, such as boat launch permits, facility rentals, and pool passes.
- Enable residents to make secure and convenient payments using their mobile devices.

Workflow Implementation:

- Establish workflows for approvals, notifications, and tracking of each form submission.
- Automate processes to streamline internal operations and enhance efficiency.

Secure Payment System Integration:

- Integrate a secure payment system and payment portal for online transactions.
- Ensure the confidentiality and security of residents' financial information.

Plugin and Widget Development:

- Develop plugins and widgets to embed forms and payment portals seamlessly within your website.
- Enhance the user experience by providing easy access to online services.

Accounting and Billing Integration:

- Connect the payment portal with your accounting and billing package.
- Streamline financial processes and facilitate accurate record-keeping.

Comprehensive Training and Support:

- Provide comprehensive training to familiarize you and your team with the integrated solution.
- Ensure you have the necessary knowledge to manage and utilize the system effectively.

Seamless Integration:

- Seamlessly integrate Town Web's Online Digital Solution within your new website.
- Ensure a cohesive and consistent user experience throughout your online platforms.

Ongoing Technical Support and Updates:

- Offer continuous technical support to address any issues or questions that arise.
- Provide regular updates to keep the solution up to date with the latest features and security measures.

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By separating our projects into two stages and offering the option of Town Web's Online Digital Solution, we provide a comprehensive approach to meet your municipality's evolving needs. Whether you require a professional website and communication platform or seek to leverage advanced digital modules, we have the expertise and dedication to deliver solutions that empower your government to thrive in the digital age.

ELITE DESIGN PACKAGE

For municipalities that select the Elite Web Design Package, we provide additional steps in the project's scope of work. This includes more extensive branding and design work:

3. Branding and styling design
4. Selection of premium typography/fonts
5. Development of a UX/UI (User Experience/User Interface) style guide for desktop and mobile
6. Custom illustration or iconography
7. Custom page design for the homepage
8. Custom theme design for the department homepages
9. Custom image and illustration selection
10. Custom coding of the page and theme designs into website CMS

Discovery
Week 1

Meet via Zoom with our Creative Director. We discuss in detail your target audience and website goals.

Developing
Weeks 5-10

We send mockup files to our development team for development. Internal pages will be designed based on the homepage style. The inside pages share the same top navigation menu, background, style, and page footer. The Data Entry team will migrate over all of the existing content from an old site. We do theme-testing to make sure the design works across all platforms, devices and browser types.

Staging
Weeks 15-19

Project Manager will stage the new website to create a "staged website link." This is the beginning of organizing the content, navigation & menus. We follow best practices for features and friendly navigation.

Launching
Week 20

After final approval:
- Launch the site LIVE
- Receive login credentials
- Schedule live training

Design
Weeks 2-4

We will create 3 high-fidelity mockups of the homepage. Designed with mobile and desktop layout in mind. We will incorporate ideas, colors, photographs and typography that was discussed in the initial design interview.
Included are three (3) rounds of small design changes to make your homepage look perfect. We work on the layout, colors and typography to ensure an intuitive, yet informative design. Once a mockup is approved, we code the custom theme based on the design.

Feedback
Weeks 11-14

We will meet once again via Zoom to discuss any edits or additional content needed. You may email edits or a punch-list prior to the meeting so that most changes can be completed beforehand. Set a date to go LIVE, unless a set date is predetermined.

Finishing
Week 20

Ensure that the site is optimized for SEO and mobile-view. Make the site loading time as fast possible. Set Google analytics to show up on Google search.
- Enable ADA widget
- Translation widget
- Advanced search

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Design Concept and Approach

The design concept and approach for the new website for the municipality follows a user-centric design approach. Our goal is to create a website that is easy to use and understand for all users, regardless of their background or level of technical understanding.

The design will be modern and contemporary in its look and feel, while remaining highly functional and organized. It will also be mobile friendly, since a sizable and growing chunk of your municipality's demographics will be Millennials. They will want to take advantage of a solution that is mobile-optimized.

Therefore our focus will be on creating a website that is aesthetically pleasing, while also being intuitive and easy to navigate, whether viewed on a desktop or on a mobile device or tablet. Plus, it will be ADA compliant.

WEBSITE AND COMMUNICATION PLATFORM

Our lowest cost option for a new website and communication platform is to select from one of our readily available themes. Each of these are already designed, which saves on the cost of development and deployment. They can each be customized for your municipality by applying a new color scheme to the template and adding photographs provided by your organization. Once the project is approved, you'll work with your Project Manager and Account Manager to select a theme.

ELITE WEB DESIGN PACKAGE

For a bespoke web design option, you can select the Elite Web Design Package as an option. You will get the "full service" for a new custom web design. This means you will also be working directly with our branding team.

This extra work includes special meetings focused specifically on design. They also include facilitated Discovery and Branding exercises where you and your stakeholders are expected to attend to give their thoughts and inspiration.

These sessions are truly a lot of fun, with a lot of engagement both from our design and branding team, but also from your side. It's considered a really enjoyable portion of the design portion of a new web design project.

Many attendees have said time and time again "this was a lot more fun than I expected!"

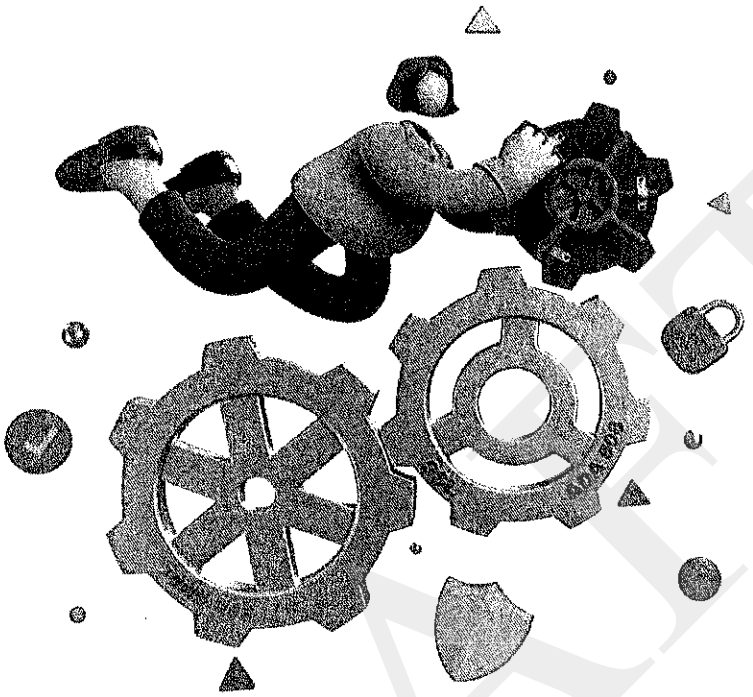
These meetings guide the creation of your custom UX/UI (User Experience/User Interface) for the website. The same team will create a new style guide. The style guide will be used for the development of the desktop and mobile experiences of your new website. Our approach is an iterative process where you and your staff can provide feedback.

All work from the design and branding requires custom coding and theme development for the CMS.

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Technical Overview

One of the biggest advantages you have with choosing Town Web, is that we take care of the technical needs. You don't need to consume the resources of your internal or contract IT staff. We manage and maintain the infrastructure for the service and products that we deliver to you.



WEBSITE COMMUNICATION PLATFORM

We include all the hardware and software to manage your new Website and Communication Platform. The below list includes everything we manage and maintain on your behalf.

- Domain name management (including annual renewal)
- DNS (domain name service) service management, including MX (mail server) records
- Server maintenance (dedicated server or cloud servers)
- CMS (Content Management Service) Web hosting with 99.9% uptime guarantee
- Database hosting
- Media file hosting (PDFs, images and other related content)
- Site backups (including core website CMS files, media files, database files) on a separate cloud server
- SSL (secure socket layer) certificates
- API (Application Programming Interface)

As part of our White Glove Service, you receive 24/7 Tier 1 technical support should any issues arise.

All of these requirements must be met in order to ensure that your new website is secure, reliable, and accessible to all users.

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TOWN WEB'S ONLINE DIGITAL SOLUTION

Town Web's Online Digital Solution is a comprehensive suite of government tools designed to streamline municipal processes and reduce administrative workload. With our solution, we facilitate the transition from traditional paper-based systems to efficient online platforms, saving valuable time for municipal staff. Our platform acts as a centralized hub, connecting citizens, departments, and local businesses onto one digital platform for seamless information flow.

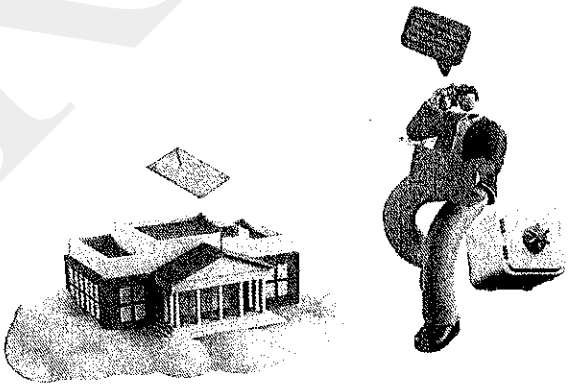
By utilizing Town Web's Online Digital Solution, you can digitize forms, licenses, and applications, eliminating the need for manual paperwork. The submitted information can easily and securely traverse your entire organization, improving communication and data accessibility. Moreover, our solution includes a convenient payment portal, enabling you to collect credit card payments for municipal fees and services online, in person, and remotely. To enhance user experience, the forms, licenses, and applications built with Town Web's Online Digital Solution can be seamlessly embedded within your website. This integration allows for streamlined data collection and provides a user-friendly interface for citizens and businesses to submit information and make payments. With our solution, you can consolidate these essential functionalities within your website, simplifying the online experience for your constituents.

Additionally, we offer the "White-Glove" Service as part of our comprehensive package. Our experienced team will provide personalized onboarding assistance and support, working side-by-side with your staff and department heads. This "Done With You Service" ensures a smooth transition and empowers your team to leverage the full potential of Town Web's Online Digital Solution.

With Town Web's Online Digital Solution, you gain a powerful toolkit to digitize processes, streamline communication, and optimize efficiency within your municipality. Our solution brings together the necessary components for effective online governance, empowering your municipality to thrive in the digital era.

Current Accounting and Utility Billing Integrations:

- Banyon Data
- Caselle / CivicSystems
- GovPayNow
- MunicipPay
- Workhorse Software



Many Municipal Vendors and IT Staff have mentioned how open and easy-going it was to work with the Town Web tech team.

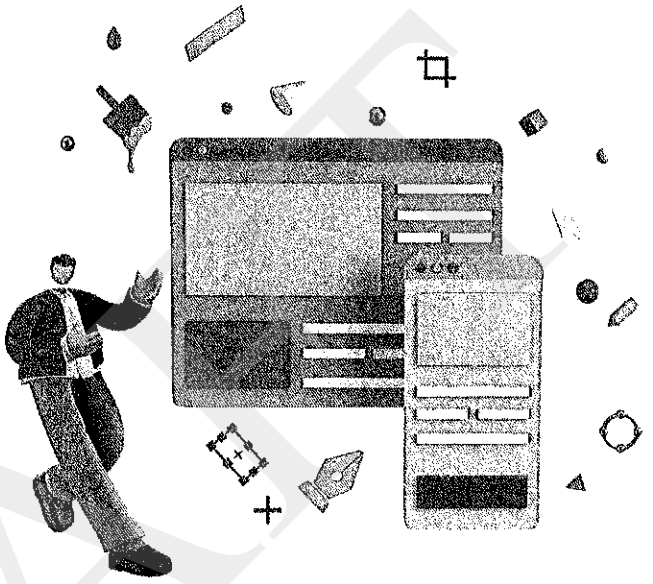
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Website and Communication Platform

THE DASHBOARD

(THE PART THAT YOU AND YOUR STAFF WILL ACCESS REGULARLY)

The Dashboard is the administration area of a municipal website. This is where you and your municipal staff can manage the content of your website. It contains all the easy-to-use elements required to keep your residents informed.



- **Content Management System (CMS):** A CMS allows you to create, edit, and publish content on the website. This includes posts, pages, images, files and other images.
- **User Management:** You'll be able to manage and assign roles to different users with varying levels of access to the administration area
- **Site Navigation:** A site navigation system allows staff to manage the website's menu structure and create new pages or sections as needed
- **Media Library:** A media library is a central repository for all media files used on the website, including documents and images
- **Meeting Repository:** This is a subset of the Media Library and it's focused specifically on storing documents for your municipal meetings. All agendas, agenda packets and meeting minutes are contained in this section
- **Department & Personnel Management:** This is the "who's who" at your municipality. Each person can be a member of a department. You can easily manage a directory of your municipality by department. It's like building an official org chart
- **Subscribers:** Your residents and interested parties can subscribe to get notifications of the topics and news that they're most interested in. They also get to choose how they want to receive notifications (as in text, email or social media post)
- **Calendar of Events:** Each meeting and their related documents can be linked and embedded in the day's calendar of that event. Likewise community events and other notices can be added and viewable within the calendar. It's also possible to include facility rentals/bookings in the calendar through our Online Digital Solution
- **Emergency Alerts:** This is the specific section to use when there is the need for a specific department to make an immediate post that is delivered and visible to all residents
- **Social Media Integration:** There are many channels for people to stay notified about the happenings of your municipality. Our software makes it easy to draft a message and blast it out through various social media channels

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Click the rectangle to play the embedded video in the online version of the proposal!

OR:

Scan the QR Code - it will take you to YouTube to see the video on your smartphone:

THE WEBSITE

(THE PART THAT YOUR RESIDENTS WILL VIEW)

The Web is the administration area of a municipal website. This is where you and your municipal staff can manage the content of your website. It contains all the easy-to-use elements required to keep your residents informed.

1. Your residents will have access to a modern website and communication platform
2. It will be built to be mobile friendly and ADA compliant
3. One of the greatest advantages is that the can Subscribe to notifications
4. This lets the pick and choose the categories and topics they want to get notified about
5. They can also select how they get notified, either as a text message or email
6. Plus, these same notifications can viewed on social media
7. With a Town Web website and Communication Platform, your residents stay informed

ELITE WEB DESIGN PACKAGE

THE DESIGN PROCESS

For a visually enhanced web site, we'll work with you and your stakeholders on a new design. This starts with facilitated Discovery and Branding exercises where you and your stakeholders are expected to attend to give their thoughts and inspiration.

Our deliverables include working on the UX/UI (User Experience/User Interface), and branding it to your municipality's personality.

We work on the specific aspects of typography/fonts. We'll create custom illustrations or iconography to provide elements of more personality and uniquenes.

We create an appealing new design for your homepage. And also spend a great deal of time building your new pages for your department.

You'll get a Style Guide that can be used throughout other marketing materials, including for social media posts, your letterhead, and other branding.

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Town Web's Online Digital Solution - Modules

Town Web's Online Digital Solution is a digital cloud-based software platform with a payment portal that offers various capabilities and services as described below. It's built to help municipalities reduce their workload and save time by moving their systems online. In order to make it more accessible and understandable to our customers, we've divided it into modules, and branded them all as "HeyGov"

A large benet with a Town Web's Online Digital Solution is how it connects various people, departments and citizens onto one digital platform. At a basic level, it provides tools to draft, edit, and manage documents. The forms, licenses, and applications that are built with it can be embedded within your website. The forms can be tied to your payment system, allowing for seamless payments to be collected with each form and facilitating your bookkeeping.

HEYLICENCE

HeyGov digitizes and implements a transfer and ow process of your paperwork. With the HeyLicense Module, you can receive, and process any type of municipal form, license, application, or other document such as dog licenses, building permits, operators licenses, boat launch permits, and land use applications. When your citizens and local businesses ll out for their forms, licenses and other documents, their submitted information can more easily ow throughout your entire organization. The HeyGov solution means that your "paperwork" will now be digital. Information ows and routes eciently through your organization will custom-built workow rules.

HEYGOV PAY

You also get use of HeyGov's payment portal and start collecting credit card payments through the HeyGov Pay Module. Municipal fees and payments can be collected online, in person, and remotely. Collected payments can reconcile directly with your Utility Billing or Accounting software for easy reconciliation.

HEYRESERVE

Should you wish to make your city more accessible for community or personal activities and protable, HeyReserve Module allows your constituents and/or visitors to book city amenities such as park shelters and pavilions. Constituents and/or visitors are also able to review town rules, policies, pay fees and more.

HEY311

Hey311 enhance communication between citizens and your city. The platform provides a user-friendly interface for citizens to submit service requests and report non-emergency issues to the city. Your city can manage and respond to these requests eciently, ensuring that all requests are tracked, assigned, and resolved in a timely manner.

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THE ADMIN AREA

(FOR YOU AND YOUR STAFF)

As administrative users of the HeyGov section, you'll be able to manage all of the below information from within the Admin dashboard viewable at *https://app.heygov.com*

- **Department Management:** You can add and manage different departments
- **User Management:** You'll be able to manage user roles of staff members in their respective department
- **License & Form Management:** You can create, edit, and manage forms, licenses and permit applications using a drop & drag editor
- **Workflow Management:** Each form, license or application can have a custom workflow added
- **Bank Account Management:** You can manage which bank account is used for each department
- **Payment Logic:** You can set the fees for each form/application with various combinations (e.g. non-resident fees, deposit fees, etc.)
- **Licencing & Forms Portal:** View all license and form applications, from draft to in progress, to completed
- **Payment Portal:** You can view all bills generated and paid
- **Citizens Portal:** You can view a list of all personnel who have filled out forms, applications, make payments or submitted 311 issues
- **311 Issue Tracker:** You can view and manage all reported issues & questions submitted by residents



Click the rectangle to play the embedded video in the online version of the proposal!

OR:

Scan the QR Code - it will take you to YouTube to see the video on your smartphone:

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THE FRONT END

(FOR YOUR RESIDENTS)

On the front end, your residents will have access to a widget that is embedded on your site for them to report any issues or ask questions as part of the "311" service.

Residents can also access the citizen services and payment portal from within your website. We embed each form, license and permit application onto the relevant page(s) within your municipal website.

Furthermore, they also have access to their citizen portal by logging into their account at *https://app.heygov.com*. Plus they can also use the iOS or Android apps, which are downloadable from the App Store and Android Play Store, respectively.



Click the rectangle above to play the embedded video in the online version of the proposal!

OR:

Scan the QR Code - it will take you to YouTube to see the video on your smartphone:

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How we go the extra mile to make your life easier

We want to make you successful. We want you and your staff to get more done with less effort.
We already provide you with White Glove Service.
You and your team will already have access to 24/7 tech support.

You might be thinking, *"what else could we get that shows we go the extra mile?"*
I am so glad you asked. Because there is even more! I'll list what they are below each section.

TOWN WEB'S ONLINE DIGITAL SOLUTION

Content Migration is Done For You.
When you choose to switch over to a Town Web , we'll do the entire content migration for you. You don't have to lift a finger! (or click a mouse, for that matter)

Free Website Redesign Every Three Years.
Technology changes. Design comes and goes out of style. We want to show that we're committed to a long-lasting relationship with you. You'll get the benefits of this commitment with a free website redesign every three years. This is tremendous value for you and your residents. It ensures you are continually updated with the latest design trends and functionality.

Website Search.
A big feature that our current customers love is having an on-page web search engine. It's so good that many of your residents can use it to find what they're looking for instead of calling you!

Ability to Make Edits on your Own.
Another thing that many of our new clients like having is the ability to edit page content on their own. Apparently other systems prevent them from editing their own website. We don't lock you out. You have the freedom to make the needed website edits. But of course, you can *always* depend on us to help you whenever you want, because that's what White Glove Service is for.

Designing Pages for Tourism, Economic Development and Business.
Several of our clients are focused on tourism. Larger organizations have Economic Development. And many others want to provide a listing directory of all local area businesses. Working with Town Web, we make this possible. These sections are included when you choose Town Web as your local government website and communication platform vendor.

Done-For-You Form Building.
So many times while onboarding new clients, they tell us they were sold on the "done-for-you" form building service we offer. After all, we feel it's our duty. We're committed to saving your time and reducing the burden that your IT staff would have in supporting a technology solution.

We decided early on to always help new clients get up and running right away. The way to do this is to build the forms for you. We know how to do it. We can do it quickly. And heck, if you want to see how we do it, we'll be happy to record a video walk-through of how we build each of your forms.

Custom Integrations with your Accounting Package and/or Utility Billing Software.
We don't agree with "vendor lockdown". We've seen this with several other companies. Our stance is to "play nice" with other municipal software vendors. We want you, after all, to save time.

Because of this, we are committed to doing a 2-way API sync or file swap of payment details to/from Town Web to/from your Accounting Package or Utility Billing Software.

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Website and Communication Platform Pricing Details

THE WEBSITE AND COMMUNICATION PLATFORM SETUP AND SUPPORT DETAILS

The setup is a one-time fee. It is the cost to build your site and is discounted with a three-year hosting agreement.

You will work with an Account Manager and Project Manager in real time for the design of your new municipal website. During the Onboarding Meeting, you will be shown all of our pre-built municipal themes from our design library. You get to select one, which we customize for you. We will customize the menu items, the quick links and will custom design a banner based on photographs you provide.

Included in your Website and Communication Platform setup fee:

- If you have an existing site, **we migrate all your old website's content**
- You collaborate in real time with a **dedicated Account Manager and Project Manager**

You can have:

- **Unlimited** number of pages and menu items
- **Unlimited** department pages with FAQ's
- **Departmental level** contact-us forms
- **Unlimited** Minutes & Agendas categories
- **Unlimited** Quick Links
- **Unlimited** FAQs
- **Unlimited** calendars
- Agendas **linked to calendar**
- **Super menu** with dropdown
- Free **Social Media syndication**
- **Dedicated elections page** with events
- **Multi-page** business directory
- **Mobile-responsive** design
- Residents can **subscribe to emails and/or text messaging**
- Face-to-face meetings over Zoom, our easy-to-use video conferencing service
- Your new site launched about four weeks from your Onboarding Meeting

The following are included in Town Web's hosting, maintenance and support package:

- **A zero-cost website redesign every three years!**
- **24x7 technical support** that is "All-You-Can-Eat"
- Send us content, and we will upload it for you at no charge
- Get your own login and password so you can make updates to the site on your own
- **24x7 website monitoring**
- **Guaranteed response time in less than 4 hours**
- Technical and security updates applied automatically
- Nightly website backups stored off-site
- 12 month backup retention
- Immediate website restores (if ever needed)
- One-on-one training
- **Unlimited** training and re-training
- Access to our **free training and support library**

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Town of Rotterdam Proposed Pricing

Description	Price	Qty	Total
Setup fee			$7,500
Hosting, Maintenance, and Unlimited Support			$5,000/year
Town Web's Online Digital Solution (LITE) Hey 311 - Citizens Engagement & Reporting App			$0 Included Free!
☐ **Town Web's Online Digital Solution (FULL PACKAGE)** Can be divided into independent modules • Hey 311 - Citizens Engagement & Reporting App • HeyGov Pay - Collect Online Payments (unlimited forms) • HeyLicense - Online Digital Forms (unlimited forms and workflows) • HeyReserve - Online Bookings for Facility Rentals (unlimited venues)			$10,000/year
☐ **Elite Web Design Package**			$9,500
Domain Name Management The annual renewal fee for a .com, .org, .net, .us			$15/year
TOTAL			**$12,515**

The term of the contract is for three years.

The 1st year's fee: $12,515.00

The setup fee will be divided into 5 equal payments of $1,500.00 after each milestone is achieved and the deliverable is sent to the Town of Rotterdam. The milestones are:

1. **Website Discovery and Content Structure:** Town Web will conduct interviews with the Town of Rotterdam department heads. The purpose is to decide which content their department should have, and what needs to be changed from the existing site. Town Web's deliverables to the Town of Rotterdam will include a detailed report summarizing the interviews, a proposed content structure for each department, and a comparison of the new and old site content.
2. **Wireframe Mockups:** Create simple, schematic visual guides (wireframes) to represent the framework of the website. These wireframes will include the main elements of the Town of Rotterdam's new website. It includes the structure of the homepage, the department pages, and various other pages (e.g. document pages, FAQs pages, Calendar/Events pages). Town Web's deliverables to the Town of Rotterdam will include the completed wireframes for each type of page on the website, as well as a written explanation of how these layouts serve the site's goals.

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Town of Rotterdam Signature Page

At Town Web Design, LLC, we want to make sure that the Town of Rotterdam's new digital solutions be the last municipal digital solution that you'll ever need. You can be proud that your residents, tourists, and visitors will never say your municipal services are outdated.

By signing this quote, you will get everything listed in the Pricing Details section of the proposal.

The four big benefits to you include:

1. **Website and Communication Platform**
   Your residents can gain 100% transparency in municipal decision-making by elected officials. They can stay up-to-date on topics that are important to them. They will be able to get instant notifications whenever categories they've subscribed to have new items posted.
2. **Payment Solution that Reduces Your Workload**
   Town Web's Online Digital Solution is the world's most advanced payment platform for local government. It allows anything to be paid using any funding source through any device. Our solution is built to slash the administrative workloads of busy staff across America. Likewise, it provides the convenience that millions of demanding citizens want to have.
3. **24x7 Technical Support that is "All-You-Can-Eat"**
   Your municipal staff at the Town of Rotterdam will love having us as your website provider because they will be able to rely on us for anything related to your website. All it takes is a call, email, or chat message (including Facebook Messenger) and we can help them with their question or issue, and for no additional charges, we can even post or edit something on their behalf. This type of support will save you and your staff time and money.
4. **A No-Cost Website Redesign Every Three Years**
   Prior to your third year of hosting with us, we'll schedule a meeting with you to discuss new ideas for your site's new design. We will incorporate the latest & greatest design standards that have evolved over the next following three years so that your new site three years from today will be modern, practical, and up-to-date.

SIGNATURE
Chuck Gerhard

Mollie Collins, Town of Rotterdam, Town Supervisor

To accept this quote, you can electronically sign it above, or sign and fax it to 321-600-9008. Once we have a signed copy, we will email you an invoice. Once the invoice is paid, your Account Manager Angi will contact you to schedule your Onboarding meeting!

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RESOLUTION NO. 235.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON & LOGUDICE FOR A TRUNK SEWER ACCESS IMPROVEMENTS PROJECT

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, New York 12205, for professional engineering services for a trunk sewer access improvement project from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam/City of Schenectady boundary, in an amount not to exceed eighty seven thousand, five hundred and 00/100 ($87,500.00) dollars.

SECTION 2. This resolution shall become effective on July 5, 2023.

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

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TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	June 29, 2023
TO:	Town Board
FROM:	C.J. Dodson, Deputy Supervisor
TITLE OF REQUEST:	Engineering Agreement – Trunk Sewer Access Improvement Project
TOWN BOARD MEETING:	July 5, 2023
Background Information:	The Town was notified in 2021 that the trunk sewer to the wastewater treatment plant is partially blocked impeding sewage flow. Site surveys were completed in 2022. A design is required to permit and approve the project for bidding.
Evaluation/Analysis:	The scope of work/fee proposal prepared by Barton and Logudice correctly reflects the work to be preformed at a reasonable fee.
Recommendation(s):	Retain Barton and Logudice for professional engineering services for the Trunk Sewer Access Improvement Project.
Attachment/Document(s):	Barton and Logudice agreement dated June 29, 2023.
Compliance with Purchasing Policy:	Yes, Professional Services
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

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Barton & Loguidice

June 29, 2023

Mollie Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Trunk Sewer Access Road Improvements Project
Proposal for Professional Engineering Services

File: P710.2038

Dear Supervisor Collins:

Barton & Loguidice (B&L) is pleased to provide this proposal for engineering services for the proposed trunk sewer access road improvements project from above Summer Street to Myrtle Avenue along the southwest side of the Davidge Gatt on the Town of Rotterdam / City of Schenectady boundary. We understand that the project will include clearing and grading improvements to allow for operation and maintenance of the existing sewer trunk line. Current conditions prohibit much of the trunk sewer from being accessed for routine maintenance or emergency access, when needed. An additional access point will be provided at Granville Avenue. Currently, the trunk line is partially to full blocked by root intrusion and debris resulting in sewer backups in the trunk line.

Scope of Services

The following Scope of Services is based on our current understanding of the project and will be performed in accordance with the assumptions and clarifications herein.

Task 1: Design Services

1. *Kick-off Meeting and Site Visit:* B&L will participate in a project kick-off meeting with the Town to review goals and objectives, work plan, and schedule. A site visit will be held concurrent with the kick-off meeting to allow B&L to make preliminary assessments of field conditions along with obtain project information from participants.
2. *Supplemental Survey:* B&L will enter into a subconsultant agreement with Azimuth Surveying & Cartography to supplement existing survey data and prepare a single base map of the project area tied to one datum. The base map will include all visible natural or man-made planimetric and topographic features within the survey boundary. Topographic data shall be sufficient to generate a digital terrain model (DTM) for contouring at a 1-foot interval. A property boundary survey and associated deed research is not included and existing tax maps will be used to locate the property lines. Utility mark out by Dig Safe will be included so underground utilities can be shown on the mapping. We have included two (2) days of supplemental field survey in this proposal.

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3. *Preliminary Design Plans and Estimate:* B&L will develop preliminary design plans and a preliminary opinion of probable construction cost for the trunk sewer access road utilizing the project base map and record data provided by the Town. The preliminary design plans and estimate will be submitted to the Town and a review meeting will be held to receive comments on the plans.
4. *Final Design Plans and Estimate:* B&L will prepare final design plans, profiles, and construction details incorporating comments received on the preliminary design plans. A final opinion of probable construction cost will be provided. The design plans and estimate will be submitted to the Town and a review meeting will be held to receive comments on the plans. We anticipate that these plans will additionally be submitted to the NYS Department of Environmental Conservation (DEC) and U.S. Army Corps of Engineers (ACOE) as further discussed under Task 2, below.
5. *Contract Drawings and Documents:* B&L will prepare final Contract Drawings incorporating comments received on the final design plans. It is assumed that any revisions to the Contract Drawings will be limited in nature and will not require redesign of any proposed improvements. B&L will prepare a set of Contract Documents based on B&L's modified Engineers Joint Contract Documents Committee (EJCDC®) construction documents for a single prime construction contract. The Contract Documents will include all necessary bidding and contract forms; bonds; general and supplementary conditions; regulatory requirements; prevailing wage schedules; and technical specifications. The Contract Drawings and Documents will be submitted to the Town for their use in having a contractor construct the proposed improvements.
6. *Design Review Meetings:* As noted above, B&L will meet with the Town following submission of the Preliminary and Final Design packages to receive feedback from the Town on the plans and estimates.

Task 2: Environmental and Permitting Services

1. *Environmental Screenings:* Due to the age of the previously completed wetland delineations, a wetland delineation will be completed by B&L. At the same time we will complete a threatened and endangered species habitat assessment of the project area. We assume that all proposed work will be outside of regulated aquatic resources and special flood hazard areas. It is assumed no wetland mitigation design services will be required for this project.
2. *SEQR Assistance:* We assume that the project will be classified as an Unlisted Action under the SEQRA. B&L will prepare Parts I, II, and III of a Short Environmental Assessment Form (SEAF) and any other support information that may be needed for the Town to make a Determination of Significance. We assume that the Town will serve as lead agency for SEQR and preparation of an Environmental Impact Statement (EIS) will not be required.
3. *SWPPP Preparation:* Based on our current understanding of the project, we assume that total earth disturbance for the project is likely to exceed one (1) acre. B&L will develop a Stormwater Pollution Prevention Plan (SWPPP) in accordance with NYS Department of Environmental

Conservation (DEC) requirements. Given the nature of the project, we assume that the SWPPP will ***not*** require post-construction stormwater management practices.

4. *Regulatory Agency Coordination:* Email correspondence dated February 23, 2023 from the NYS Department of Environmental Conservation (DEC), Region 4, Regional Permit Administrator indicates that the DEC and ACOE "attended a joint site visit to the [project] location in 2019 and it was confirmed that neither agency had jurisdiction within the proposed area of disturbance." In the same correspondence, the DEC requested submission of any future plans to review whether any permits may be necessary. B&L has therefore included time in this proposal to submit plans to the DEC along with anticipating one (1) site visit or meeting with regulatory agencies to determine the extent of their jurisdiction, if any.

Task 3: Bidding Services

1. Prepare an Advertisement for Bids for publication by the Town in the Town's official newspaper.
2. Provide final digital copies of the Contract Drawings and Documents for the Town's use in soliciting construction bids using the BidNet platform. Upload of documents to BidNet will be completed by the Town.
3. Advise the Town and plan holders on matters relating to the project as questions arise during the bidding process. Prepare and issue written addenda if necessary.
4. Tabulate bids received and review qualifications of low bidders.
5. Prepare recommendation of award package and present to the Town.

Task 4: Construction Services

In general, B&L will provide assistance to the Town with the overall administration of the Construction Contracts and oversight of the work designed by B&L.

1. Assemble conformed Contract Documents for the construction contract and prepare for a contract signing by the Town and Contractor.
2. Schedule and attend a preconstruction meeting with Town staff and the Contractor. B&L will take meeting minutes and distribute them to all project participants.
3. Provide technical support answering Contractor's questions, responding to RFIs and resolving design / construction issues during the construction of the project.
4. Review Contractor's shop drawing submittals for compliance with the Contract Documents.
5. Attend and lead onsite construction progress meetings with the Town and Contractor. B&L will take meeting minutes and distribute them to all project participants. We assume that there will be five (5) progress meetings throughout the project duration.
6. Provide part-time on-site construction representation. On-site representative will prepare a report for each day in which observation of the work in progress is conducted. Further, B&L will advise the Town if observed work product is found to be deficient or incorrect. B&L is including

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a total of one hundred (100) observation hours for this service. The construction representation proposed herein is not full-time inspection of the Contractor's work, and is not intended to be an exhaustive inspection of every detail of the work progressed by the Contractor.

7. Review Contractor change order proposals as they may occur, and make recommendations to the Town regarding scope and cost as related to the Contract.
8. Review Contractor's payment applications and make recommendations to the Town regarding payment of the completed work.
9. Attend a final walkthrough of the project with the Town and the Contractor and prepare a resulting punch list of minor work items to be completed.
10. Prepare and issue Notice of Substantial Completion along with recommendation for final payment.

Assumptions & Clarifications

A. We assume that preparation of a Joint Application for Permit for the DEC and ACOE will not be required for the project. Should a Joint Application for Permit be required for the project, B&L will provide this application as part of our Task 2 services. If additional permitting is required based on the ACOE and DEC initial review, a supplemental agreement to the Town for review and authorization will be provided.

B. The existing trunk sewer is adjacent to areas within a special flood hazard area as depicted on FEMA Flood Insurance Rate Map Panel 0161D. Any necessary permitting for development within the floodplain, if any, will be completed under a supplemental agreement as we do not anticipate that any permitting for this item will be required.

C. The project site is located within an archeologically sensitive area according to the NY State Historic Preservation Office (SHPO). B&L will submit a consultation project through the SHPO's CRIS web portal and assume that the SHPO will provide a letter of no affect. Should additional cultural resource services be required, B&L will provide a supplemental agreement to the Town for review and authorization. B&L will prepare a draft letter for Town review prior to submission to SHPO.

Fee Estimate

B&L proposes to provide the services described herein for a time and expense fee not to exceed $87,500, as tabulated below, without prior approval from the Town of Rotterdam.

Task 1: Design Services	$	32,500
Task 2: Environmental and Permitting Services	$	17,000
Task 3: Bidding Services	$	4,000
Task 4: Construction Services	$	34,000
Total	**$**	**87,500**

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B&L proposes to invoice the Town of Rotterdam monthly on a time and expense basis in accordance with our Standard Billing Rates in effect at the time the services are performed. If additional services are required, B&L will provide the Town of Rotterdam with a supplemental agreement for review and approval prior to commencing the additional services. Current billing rate schedule was provided to the Town in January 2023.

Closing

We appreciate the opportunity to offer this proposal to assist you with the trunk sewer access road improvements project. If this proposal is acceptable, please sign the authorization below and return a copy to our office.

If you have any questions or wish to discuss any portion of this proposal, please contact me or Ryan Weitz, who will serve as the primary point of contact and Project Manager, at (518) 218-1801 or rweitz@bartonandloguidice.com.

Sincerely,
BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

RBW/

Enclosures: Revised Terms and Conditions for Professional Consultant Services

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

_____ _____

Mollie Collins, Town Supervisor
Town of Rotterdam

Date

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REVISED 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 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 in Schenectady County.

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 laws of the state and county 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. 236.23

TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM PATROLMEN'S BENEVOLENT ASSOCIATION INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association Inc.

SECTION 2. This resolution shall become effective July 5, 2023

DATED: July 5, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT